

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT D CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00010		See Block 16C					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
REGION 5		R5					
US ENVIRONMENTAL PROTECTION AGENCY							
77 WEST JACKSON BOULEVARD							
CHICAGO IL 60604-3507							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO.			
TETRA TECH INC							
1 S WACKER DR STE 3700				9B. DATED (SEE ITEM 11)			
CHICAGO IL 606064651							
				X 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				68HE0519D0005			
				10B. DATED (SEE ITEM 13)			
CODE E3QKBMJ7H9K7				07/08/2019			
FACILITY CODE							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
UEI: E3QKBMJ7H9K7							
****ATTN RTP: THIS IS A ZERO DOLLAR CONTRACT ACTION****							
The purpose of this modification is to changes G-5 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES as follows: Change COR/Project Officer from Avrohom Lapp to Edward Quigley. The contract ceiling remains unchanged at \$72,493,000.00. All other terms and conditions of the contract remain unchanged. Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Christina Tran			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		ELECTRONIC SIGNATURE 02/28/2023	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HE0519D0005/P00010	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
TETRA TECH INC

ITEM NO (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Max Expire Date: 07/07/2024 Invoice Approver: Edward Quigley Alt Invoice App: Sam Chummar</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action</p> <p>Contracting Officer Representative changed from Avrohom Lapp</p> <p>to Edward Quigley</p> <p>Invoice Approving Official changed to : Edward Quigley</p> <p>BIB - Infrastructure Bill Funds changed to : N/A</p> <p>Excepted Award* changed to : YES - PARTIAL</p> <p>Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER AA216-01 109 TW ALEXANDER DRIVE WWW2EPAGOVFINANCIALCONTRACTS DURHAM NC 27711</p> <p>Period of Performance: 07/08/2019 to 07/07/2024</p>				

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SECTION A - Solicitation/Contract Form

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SECTION B - Supplies or Services/Prices**B-1 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000.00. The amount of all orders shall not exceed the hours or dollars for each region as identified in the table below.

Region	Hours	Dollars
R4	440,990	\$59,760,000
R5	501,900	\$72,493,000

(End of Clause)

B-2 Local Clauses EPA-B-16-104 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

The fixed rates and fixed prices included in this clause are for labor, routine equipment, and tasks, which are inclusive of all indirect costs and profit, and shall apply to the applicable contract period (years 1 -3 or 4-5) during the total five-year base contract. Refer to attachment #10 "Guidance for Cost" for specific instructions and further details related to the fixed prices and fixed rates below.

A. FIXED LABOR RATE**B-2, Table 1: Fixed Labor Rates**

Labor Categories	Years 1 -3 CLINs	SubCLIN 11xxA	SubCLIN 11xx B	SubCLIN 11xxC	Years 4 & 5 CLINs	SubCLIN 21xxA	SubCLIN 21xx B	SubCLIN 21xxC
		Level A	Field	Non-Field		Level A	Field	Non-Field
Scientist 4	1101				2101			
Scientist 3	1102				2102			
Scientist 2	1103				2103			
Scientist 1	1104				2104			
Engineer 4	1105				2105			
Engineer 3	1106				2106			
Engineer 2	1107				2107			
Engineer 1	1108				2108			
Principal Professional	1109				2109			
Environmental Technician 3	1110				2110			
Environmental Technician 2	1111				2111			
GIS 3	1112				2112			
GIS 2	1113				2113			
Professional Support 3	1114				2114			
Professional Support 2	1115				2115			

SME 1 – Communication s Specialist	1116				2116			
SME 2 - Scientist	1117				2117			
SME 3 - Hydrogeologist	1118				2118			
SME 4 - Engineer	1119				2119			

FIXED LABOR RATE Continued...

- The non-Level A fixed labor rates shall include all costs used for non-Level A tasks, e.g., level B response and costs to perform other tasks called for in the Statement of Work (SOW)/Performance Work Statement (PWS). The fixed rates for the non-Level A labor categories set forth in the schedule shall be inclusive of all expenses including contract-level required reports*(see the Reports of Work clause (EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) - ALTERNATE I (OCT 2000), for information on the types of reporting that are considered to be contract-level reports), wages or salaries, labor costs, fringe benefits, overhead, program management, training, general and administrative expenses, and profit.

*Costs for Task Order-Level reporting, not included at contract-level, will be billed at the Non-Field, Non-Level A rate of the individual who prepares the report, except for: 1) Task Order-Level reports identified in Table 3 ("Non-Emergency, Firm-Fixed Price Tasks"), Table 4 ("Time-Critical Reports, Firm-Fixed Price Tasks"), and Table 5 ("Non-Emergency Site Inspection, Firm-Fixed Price Tasks") of this clause, which will be billed at the fixed price specified for the report; and 2) reports identified in Categories 1, 2 and 3a in the Reports of Work clause (EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) - ALTERNATE I (OCT 2000)), which will be recovered in the monthly price specified in the Program and Administrative Overhead CLIN (see Paragraph C, Table 6, of this clause).

- If a fixed rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decides to provide that labor category through a third-party subcontractor, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates) but will not, in any event, exceed the rate set forth in this contract for that labor category.
- When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g., Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed labor rate for a Junior Technician during the period of time he/she is performing these duties).
- When an individual employee's normally assigned category of labor is at a rate lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g., Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.
- In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

B. FIXED EQUIPMENT RATE

B-2, Table 2: Fixed Equipment Rate [CLINs 12xx's for first three years, CLINs 22xx's for last two years.]

Routine Equipment	CLIN s	x2xxA Daily	x2xxB Weekly	x2xxC Monthly	x2xxD Yearly
Cylinder & Valve Assembly, Carbon, 4500 psi, 60 Min.	1201				

Routine Equipment	CLIN s	x2xxA Daily	x2xxB Weekly	x2xxC Monthly	x2xxD Yearly
Brand Name Specific: Scott-compatible with ER national responder systems. Recommended model: P/N 804723-01	2201				
Gas detector automated pump and Colorimetric tubes	1202				
Brand Name or Equal: compatible with EPA systems (data acquisition). Recommended make/model: Draeger X-act 5000	2202				
Detector, Multi-gas, sensors (LEL, O2, CO, H2S, NH3, PH3), plus ppb Photo Ionization Detector (PID) w/ WiFi and gamma	1203				
Brand Name Specific: MultiRAE Pro - compatible with EPA systems. Recommended model: PGM 6248	2203				
Benzene Specific Monitor sub ppm resolution (action level standards).	1204				
Brand Name or Equal: UltraRAE 3000, MultiRAE Benzene, Lumex BA-15. Recommended model: PGM-7360	2204				
Rapid Deployment Kit System Package (LEL, O2, H2S, CO, HCN, SO2, NH3, PH3, CL2, ppb PID Lamp) (4 units, 3 RAELink3s)	1205				
Brand Name Specific: AreaRAEs w/ WiFi and GPS, and RAEMet attachment, compatible with EPA systems, telemetry, and VIPER	2205				
RAE Systems Integrator	1206				
Brand Name Specific: RAELink3 Wireless Modem with Integrated GPS (RLM-3000), compatible with EPA systems, telemetry and VIPER	2206				
Combination PID/FID Toxic Vapor Analyzer (TVA) with data logging	1207				
Brand Name Specific: Thermo Fisher Scientific TVA 2020	2207				
Low Mercury Vapor Analyzer (2 ng/m3 - 30,000 ng/m3) with data logging	1208				
Brand Name or Equal: Recommended made/model: Ohio Lumex Mercury Vapor Analyzer RA-915M	2208				
High Mercury Vapor Analyzer (500 ng/m3 - 999,000 ng/m3) with data logging	1209				
Brand Name or Equal: Recommended made/model: Arizona Instrument - Jerome J405	2209				
Meter, XRF Monitoring for in-situ heavy metals analysis in soils	1210				
Brand Name or Equal: Thermo Fisher Scientific NITON XL3T600, XL3T950, Bruker S1 Titan Model 600	2210				

Routine Equipment	CLIN s	x2xxA Daily	x2xxB Weekly	x2xxC Monthly	x2xxD Yearly
Water Quality Meter (pH, conductivity, DO, temperature, ORP and turbidity), capable of reaching depths of at least 50 feet.	1211				
Brand Name or Equal: Recommended make/models YSI 556 or Horiba U-52	2211				
Portable, Digital Rate Meter, Alpha, Beta, Gamma with pancake	1212				
Brand Name or Equal: Ludlum 44-9 + 2241-3	2212				
Meter, Portable MicroR Alarm	1213				
Brand Name or Equal: Ludlum 192	2213				
Portable Personal Aerosol Monitor (hip or hand held) able to measure PM2.5, 4, 10 and total	1214				
Brand Name Specific: DustTrak DRX Aerosol Monitor P/N: 8534, compatible with EPA systems	2214				
Aerosol Particulate Monitor, (measures PM2.5, 4, 10 and total), Field/Environmental Enclosure and 2.4 GHz radio modem kit.	1215				
Brand Name Specific: RAECO TSI DustTrak II compatible with EPA systems. Recommended P/Ns: 8533EP, 8535, and 801825	2215				
Personal air sampling pump with low flow adapters (5 to 5,000 mL/min), 5 Pack	1216				
Brand Name or Equal: Recommended make/model: SKC Airchek XR5000 Personal Sampling Kit/Pumps	2216				
Large Response Vehicle (box/utility/work van), if needed, to transport field: personnel, PPE, supplies, materials, and equipment.	1217				
	2217				
Response Truck (4x4 crew cab) large enough to transport field: personnel, PPE, supplies, materials, and equipment, when a larger vehicle is not needed.	1218				
	2218				
Response Trailer (6' x 12' trailer) if needed for large field equipment.	1219				
	2219				
Meter, Portable Chemical Colorimetric Single Point Monitor (SPM) for real-time measurements of low levels of chemical concentrations (up to ppb in phosgene and hydrides)	1220				
Brand Name or Equal: Honeywell Analytics MDA Scientific SPM Flex	2220				
GeoPlatform Data Collection System for real time field data acquisition and transmittal to cloud or other central data repository. System requirements include data plan, tablet and compatible external	1221				

Routine Equipment	CLIN s	x2xxA Daily	x2xxB Weekly	x2xxC Monthly	x2xxD Yearly
GNSS GPS receiver. Tablet must be compatible with collector for ArcGIS app, Survey123 for ArcGIS app, Explorer for ArcGIS, Workforce for ArcGIS, and any project specific apps installed for field data acquisition. External GNSS GPS must have submeter accuracy capability, external antenna, be compatible with the tablet, and compatible with the apps installed.	2221				
Med/High Volume air pump (~2,000 mL to ~30,000 mL/min)	1222				
Brand Name or Equal Recommended make/model: Sensidyne Aircon-2 +	2222				
Detector, Chemical Warfare Agent and Toxic Industrial Chemical (TIC)	1223				
Brand Name or Equal: Recommended make/model: PROENGINE AP4C	2223				
Thermal Imaging Camera (120x90 pixels and up to 250 degree Celsius)	1224				
Brand Name or Equal Recommended make/model: FLIR E5	2224				
Helium Detector (Leak Detector MGD-2002 or similar)	1225				
	2225				
PID (ppb) (MiniRAE 3000 or similar)	1226				
	2226				
GrayWolf Zephyr II+ Digital Manometer (or similar)	1227				
	2227				
Water Level Meter (Heron Water Tape 100' or similar)	1228				
	2228				
Water Interface Detector (Heron - Interface Meter - 100' or similar)	1229				
	2229				
Flow Through Cell (compatible with U52 Horiba)	1230				
	2230				

Routine Equipment	CLIN s	x2xxA Daily	x2xxB Weekly	x2xxC Monthly	x2xxD Yearly
Peristaltic Pump (low flow) (Geopump II Peristaltic Pump AC/DC)	1231				
	2231				
Grundfos Pump (Grundfos Redi-Flo 2 in. - Pump & Converter Box (up to 300') or similar)	1232				
	2232				
Bladder Pump (low flow) (QES pump, pump controller, compressor, accessories or similar)	1233				
	2233				

1. The costs to be included in the Fixed Equipment Rate can be found in Section 3 of the contract "Equipment" attachment #4 and Section 5 of the "Guidance for Costs" attachment #10. The fixed equipment rate is separate and distinct from the fixed labor rate. Any equipment or supply-related cost accounted for in the fixed labor rates, such as those specified in the "Contractor-Owned Routine Field Supplies" in Section 3 of the "Equipment Attachment" #4, is not to be included in the fixed equipment rates.
2. Equipment rates constitute rental charges to the Government for use of equipment on task orders. The fixed rates for equipment are inclusive of all expenses including maintenance and calibration, overhead, general and administrative expenses, and profit. No extra charges for normal operation of equipment will be allowed. All equipment must be provided in good working order and any repairs necessitated by failure to maintain equipment in a good working order shall be accomplished in a timely manner and at the contractor's expense.
3. The contractor shall invoice for actual usage of the equipment at the daily rates listed above, for daily use, and discounted weekly, monthly and yearly rates as appropriate.
4. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such item(s).

C. FIRM-FIXED PRICE TASKS

Fixed Price tasks lines include Firm-Fixed Price Tasks (Tables 3, 4 and 5) and a fixed rate for program and administrative overhead tasks (Table 6).

B-2, Table 3: Non-Emergency, Firm-Fixed Price Tasks (see Attachment #2)

Direct Tasks	If completed previous referenced task CLIN, then discount price.	Years 1-3, CLINs	Total \$ Per Unit	Years 4 & 5, CLINs	Total \$ Per Unit
Pre-CERCLA Screening (PCS)	None	1301		2301	
Abbreviated PA (APA) Checklist	None	1302A		2302A	
	x301 (PCS), x is period i.e. 1301 or 2301	1302B		2302B	
Preliminary Assessment (PA)	None	1303A		2303A	
	PCS: x301 1301 or 2301	1303B		2303B	
Site Reassessments (PA/SI/ESI)	None	1304		2304	

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Direct Tasks	If completed previous referenced task CLIN, then discount price.	Years 1-3, CLINs	Total \$ Per Unit	Years 4 & 5, CLINs	Total \$ Per Unit
SI Report Writing (using existing data)	None	1305	██████	2305	██████
ESI Report Writing (using existing data)	None	1306	██████	2306	██████
HRS (Hazardous Ranking System) Preliminary Scoring Strategy Submission	None	1307	██████	2307	██████
HRS Documentation Record Submission, & HRS Comments Support	None	1308A	██████	2308A	██████
	HRS: x307 1307 or 2307	1308B	██████	2308B	██████

B-2, Table 4: Time-Critical Reports, Firm-Fixed Price Tasks (see Attachment #2)

Time-Critical Reports	Years 1-3, CLINs	Total \$ Per Unit	Years 4 & 5, CLINs	Total \$ Per Unit
Letter Reports	1309	██████	2309	██████
Removal Evaluation Reports	1310	██████	2310	██████
Complex Removal Evaluation or Emergency Reports	1311	██████	2311	██████
Removal Site Reports	1312	██████	2312	██████

B-2, Table 5: Non-Emergency, Site Inspections, Firm-Fixed Price Tasks, [CLINs 13xx's, first three years, CLINs 23xx's, last two years.]

Direct Tasks	Discount	SubCLINs	Small Complexity, up to 30 samples	Average Complexity, 31 to 60 samples	Large Complexity, 61 to 100 samples
			x3xxxA	x3xxxB	x3xxxC
Site Inspection (SI)	None	1313A	██████	██████	██████
		2313A	██████	██████	██████
	PAs (x302-4)	1313B	██████	██████	██████
		2313B	██████	██████	██████
Integrated SI (ISI)	None	1314A	██████	██████	██████
		2314A	██████	██████	██████
	PAs (x302-4)	1314B	██████	██████	██████
		2314B	██████	██████	██████
Expanded SI (ESI)	None	1315A	██████	██████	██████
		2315A	██████	██████	██████
	SIs (x313-14)	1315B	██████	██████	██████
		2315B	██████	██████	██████
Integrated (ESI)	None	1316A	██████	██████	██████
		2316A	██████	██████	██████
	SIs (x313-14)	1316B	██████	██████	██████
		2316B	██████	██████	██████

B-2, Table 6: Firm-Fixed Price Program and Administrative Overhead Tasks

Indirect Tasks	CLIN	Monthly Rate	Months	Total
PAO	0400		60	

The program and administrative overhead (PAO) is a fixed monthly rate CLIN comprised of indirect and minor direct costs not included in the firm's overhead accounts, not recovered in another fixed price CLIN, and not charged directly to a site (Task Order Line Item Number (TOLIN)). The fixed monthly rate will apply during the full five-year base period of the contract. The rates include START-specific contract requirements negotiated in an offerors' proposal and specified in the solicitation "Guidance for Costs" attachment #10, such as reporting identified as category 1, 2, or 3a in the Reports of Work clause (EPAAR 1552.211-70).

D. COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS

The cost reimbursement portion of the contract consists of travel, specialized labor, non-routine equipment, field subcontracts, and other direct costs which are reasonable, allocable and allowable. All costs that do not come within these limited categories are considered to be part of the fixed labor, fixed equipment and firm-fixed price task portions of the contract. Therefore, these costs are separate and distinct from the fixed rates and fixed price portions of the contract. The cost reimbursement portion of the contract will be estimated and funded at the task order-level on an as-needed basis. The contractor will only be reimbursed for actual costs incurred, as required to accomplish the services specified in each task order. These costs will be treated in accordance with the clause entitled, "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable, and allocable.

B-2, Table 7: ODC Total Estimates and Rate

Region	Travel	Specialized Labor	Non-Routine Equipment	Laboratory Analytical Subcontracts	Field Subcontracts	Other ODCs	Estimated Total
CLINs	0510	0520	0530	0540	0550	0560	0500's
Rate							
Estimate							

TRAVEL

1. (a) The amount specified in the schedule for travel is an estimate only. The actual amount for travel may be greater or less than the amount estimated as long as the maximum travel ceiling amount is not exceeded. Travel is limited to site specific or other travel, as authorized by the Task Order.
 (b) The Contractor's primary mobilization point is:
 [Chicago, Illinois]
 (c) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site; however, in no event shall the travel charges exceed what the charge would be if the employees were mobilized from the Contractor's primary mobilization point.
 (d) In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement.
2. Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46, Travel Costs, and the Federal Travel Regulations (FTRs). Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses may include General and Administrative expenses to the extent that it is the Contractor's normal accounting practice to charge on such a basis. Reimbursement of travel expenses by EPA will be consistent with the FTRs and subject to the following:
 - a. Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the FTRs. NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within the total "daily" amount, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100.00--consisting of \$75.00 for lodging and \$25.00 for meals and incidental expenses (M&IE)--the allowable costs for lodging shall not exceed \$75.00 and the allowable costs for MI&E shall not exceed \$25.00.

Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for all incidental travel expenditures in excess of \$75.00, including receipts for common carrier transportation expenditures and hotel receipts. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

- b. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence, whichever is less, and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation for travel costs and may be superseded by later editions of the FAR and/or FTRs. The "50 miles in 12 hours" shall not be exceeded without the approval of the CO. The regulations in effect at any given time govern travel costs under this contract. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the contracting officer.

- c. Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees.
 - i. Consistent with the expected duration of the site, the contractor shall ensure to the extent practicable that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.
 - ii. Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days.
 - iii. Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

SPECIALIZED LABOR

1. Costs for Specialized Labor are separate and distinct from the fixed rates for the labor categories included in Paragraph A of this clause. Allowable and allocable direct and indirect costs for Specialized Labor that have been authorized by the Contracting Officer in a Task Order (TO) and specified in a TO Line Item Number, Technical Direction as specified under Clauses EPA-H-42-104 "Issuing Technical Direction" may be paid on a cost reimbursement basis. Costs for Specialized labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the Contractor's established and accepted accounting practices.
2. As appropriate, a ceiling shall be established in a TO for Specialized Labor for the current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.
3. Specialized Labor includes but is not limited to the following professional specialists not available for day to day operations:
 - structural engineers
 - compressed gas cylinder expert
 - UXO (ordnance specialist)
 - construction inspection

NON-ROUTINE EQUIPMENT

Non-Routine Equipment is defined as any equipment not included in the routine equipment list. Non-Routine Equipment charges must be approved by the Contracting Officer and Project Officer and go through the process below "Negotiation of additional fixed rates".

FIELD SUBCONTRACTS

Field subcontracts may include well drilling; monitoring well installation; geophysical investigation techniques, such as ground penetrating radar; laboratory analytical services (billed as a separate CLIN); and other services necessary to perform the SOW/PWS.

OTHER DIRECT COSTS (ODCs)

Materials and supplies are separate and distinct from those items included in the fixed rate or fixed price portions of the contract or included in the contractor's indirect rates. The contractor shall not charge the Government as materials/supplies those items that are priced in the fixed rates or fixed price portions of the contract or included in the indirect rates.

NEGOTIATION OF ADDITIONAL FIXED RATES

(a) From time to time, additional items such as labor categories or equipment (non-prepriced) may be added to the section B Clauses titled "FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT". If the Contractor identifies additional items for inclusion in this clause or an item for which development of a fixed rate applicable to an individual Task Order is appropriate, the Contractor shall be consistent in complying with Attachment #10 "Guidance for Costs" and submit the request to the Contracting Officer in writing with required supporting documentation of FAR 52.215-21 "REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS". and supporting details identified below.

1. Labor/Equipment Description.
2. Justification/Need.
3. Labor /Equipment rate reasonableness determination.
4. Show the break-down/ build-up of the labor/equipment rate.

For example (base rate + G&A+ etc..) build-up process should not change from what has already accepted during contract award.

PAYMENT OF ALLOWABLE COSTS

In accordance with FAR 16.307(a)(1), FAR 52.216-7, Allowable Cost and Payment applies in conjunction with the clause at FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts, but only to the portion of the contract that provides for reimbursement of materials as defined in the clause at 52.232-7 (b) at actual cost.

INCREASED CAPACITY POOL

In case of catastrophic event e.g., terrorist attack, man-made accident, or natural disaster which may impact the capacity of the contract, a pool enabling additional contract effort shall be available. The pool is limited to two increases, each no more than 50% of the total initial contract ceiling established under B-1 Clause, entitled "EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNT". The ceiling may not exceed \$112 million without the determination and approval in accordance with FAR 16.504 (c)(1)(ii)(D)(1)(iv) and notification requirements of FAR 16.504 (c)(1)(ii)(D)(2).

(End of Clause)

B-3 Local Clauses EPA-B-32-102 FUNDING

At time of contract award, total funding for CLIN 0400 "Program and Administrative Overhead" will not be available for obligation. As funds become available, TOs modifications will be issued to increase the funding amount.

(End of Clause)

B-4 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items identified in EPA-B-16-104 Fixed Rates for Services – ID/IQ Contract for labor, routine equipment, PAO, travel, specialized labor, specialized equipment, and incidental material expenses are severable and may be incrementally funded. For these items, the sum of [*TBD@task order-level*] of the total price is presently available for payment and allotted to this task order.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 30 calendar days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and a description of the remaining work (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received, except for verbal's authorized in accordance with paragraph (b) in clause EPA-H-42-104 Issuing Technical Direction. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract and Task Order(s) will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule: [*TBD at the TOLIN Level *]

(End of Clause)

B-5 Local Clauses EPA-B-32-104 CONSIDERATION AND PAYMENT

- (a) Payment shall be made monthly in arrears for CLIN 0400 services performed during the preceding month at the fixed-price rate of \$40,524.55 per month for the base period.
- (b) If, as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days remaining in the month.
- (c) See Section I clause entitled "Prompt Payment" for details concerning payment dates.
- (d) The fixed price per month set forth in paragraph (a) shall include all costs and any related profit for providing all services as specified in the solicitation "Guidance for Costs" attachment #10 and incorporated into an offeror's "Price Proposal" including, but not necessarily limited to wages, labor overhead, general and administrative expenses, other direct costs related to performance, and profit.

(End of Clause)

SECTION C - Description/Specifications

C-1 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS.

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the SOW/PWS included in Attachments #1 Statement of Work (SOW) and Attachment #2 Firm-Fixed Price Tasks. Work will be ordered against the subject SOW/PWS through Contracting Officer issuance of task orders and or Task Order Line Item Numbers (TOLINs).

(End of Clause)

C-2 Local Clauses EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL.

Section(s) [Factor 2, Technical Capability, subFactor 2a: Response and Readiness Plan] of the Contractor's technical proposal entitled, "Volume II Technical Proposal" dated November 21, 2018 [post award revisions addressing comments from pre-award review due 30 days from award] are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

(End of Clause)

C-3 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLANS

The Contractor shall adhere to the procedures set forth in its QA plans dated November 8, 2018 [post award revisions addressing comments from pre-award review due 30 days from award], which is incorporated by reference.

(End of Clause)

C-4 Local Clause INCORPORATION OF CONTRACTOR'S PLANS

The following contractor plans submitted in its proposal dated November 8, 2018 [*post award revisions addressing comments from pre-award review] are incorporated into the contract by reference:

- Conflict of Interest Plan *20 days from kick-off meeting date
- Health and Safety Plan *due 30 days from award
- Professional Employees Compensation Plan *due 30 days from award
- Small Business Subcontracting Plan *due 30 days from award

C-5 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

SECTION D - Packaging and Marking

This Section Intentionally Left Blank.

SECTION E - Inspection and Acceptance

E-1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-2 FAR 52.246-4 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E-3 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a.) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ASQ/ANSI E4		*See below.

(b.) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in –

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require –
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

*As authorized by FAR 52.246-11, the higher-level quality standard ASQ/ANSI E4 is tailored as follows:

The solicitation and awarded action require the Offeror/Contractor to demonstrate conformance to ASQ/ANSI E4 by submitting the quality documentation described below.

The Offeror shall submit the following quality system documentation:

Before Award Documentation

- Documentation of an organization's Quality System. Developed in accordance with R-2, EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, 03/20/01).
- Programmatic QA Project Plan. Developed in accordance with R-5, EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/01) and Uniform Federal Policy for Quality Assurance Project Plans (EPA-505-B-04-900A).

After Award Documentation

- Documentation of an organization's Quality System. Developed in accordance with R-2, EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, 03/20/01) and comments from pre-award review.
- Documentation of the application of QA and QC activities to applicable project(s). Developed in accordance with R-5 EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/01), and Uniform Federal Policy for Quality Assurance Project Plans (EPA-505-B-04-900A) and a supplement to the following Programmatic QA Project Plan.

Pre-award Documentation: The Offeror shall submit the documentation identified above as “Before Award” as a separate and identifiable part of its proposal. This documentation shall be prepared in accordance with the requirements identified herein. The Offeror shall describe its plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved the documentation and incorporated it into the contract.

Post-award Documentation: The Contractor shall submit the quality system documentation identified above as “After Award” to the Contracting Officer’s Representative following issuance of applicable performance work statement/statement of work.

This documentation shall be prepared in accordance with the requirements identified herein. The Contractor shall describe its plan for covering the costs associated with the required documentation and one iteration when required for approval.

The Government will review and return the quality documentation, with comments, and indicate approval or disapproval. If the quality documentation is not approved, the Contractor shall revise the documentation to address all comments, and shall submit the revised documentation to the Government for approval.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government and specified under this contract.

QMP refers to a Quality Management Plan. Programmatic QA Project Plan refers to a QA Project Plan that would cover multiple projects with similar activities. R-2 refers to EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, 03/20/01) and R-5 refers to EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/01) -copies of these documents are available at www.epa.gov/quality.

(End of clause)

SECTION F - Deliveries or Performance

F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from [July 8, 2019 with one Base Period of five (5) years, to July 7, 2024] exclusive of all required reports.

(End of Clause)

F-2 EPAAR 1552.209-75 ANNUAL CERTIFICATION. (MAY 1994)**F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) - ALTERNATE I (OCT 2000)**

As part of the established fixed price and/or fixed rate portion of the contract, the contractor shall furnish all contract-level reports* called for in the terms and conditions of this contract and the deliverables as specified in this "Reports of Work" (ROW) clause. The cost of development and submission of these reports and deliverables shall not be charged as an Other Direct Cost, nor will additional direct labor hours be allocated to prepare and submit the required reports or deliverables.

*Contract-level reports includes those reports whether routine or provided upon request, deliverables, or notifications, specifically called for in the FAR and EPAAR terms and conditions of this contract which do not include START-specific deliverables specified in this ROW clause. Examples of "contract-level reports" include a prime contractor requirement to submit Subcontract reports and contractors who are provided Government Furnished Property (GFP) and required to provide an annual GFP property report, etc. The contract-level deliverables included in category 1 below, are not considered the same-as contract-level reports referenced in paragraph A.1 of clause B-2 "Local Clauses EPA-B-16-104 Fixed Rates for Services--Indefinite Delivery/Indefinite Quantity Contract", as clarified here and in Section 1 of the "Guidance for Costs" Attachment #10.

Standard ROW deliverables the contractor may be required to provide to EPA are categorized below as: 1) Contract-Level Deliverables, 2) Task Order-Level Deliverables, and 3) Technical Direction Task Order Line Item Number (TDTOLIN) Deliverables (3a- not directly billable, and 3b-directly billable).

Addresses: CO=Contracting Office, CS= Contract Specialist, PO=Project Officer (Contract-Level-Contract Officer Representative), OSC =On-Scene Coordinator (Contract Officer Representative), RTP=Research Triangle Park

Format: H=Hard Copy, E=Electronic Media (further specified in table), EM=Email, FC=FedConnect,

Frequency: W=Weekly, M=Monthly, A=Annual, S=Semi-Annually, Q=Quarterly, AR=As Required

Category 1: Contract-Level Deliverables

Reports description	No. copies	Addressees	Format	Frequency	Due Date (all days are calendar unless otherwise stated)
Response and Readiness Plan	1 1 1	CO (initial Only, afterwards upon request) PO and OSC	E	A	30 days post Award; 45 days after end of each contract year
Emergency Response Equipment and Responder Schedule	1 1	PO OSC on Response Duty	EM	W	Weekly to conform to regional response schedule
Data Management Plan	1 1	PO Data Management Team	EM	A	Initial Plan 30 days post award; 45 days after end of each contract year
Incident Command Systems (ICS) Training Report	1 1 1	PO Regional Removal Manager OLEM/OEPPR	EM	A	Initial 30 days post award; 45 days after end of each Fiscal year
Allocation of Non-Site Costs	1 1 1	CO PO Program Costing Staff (HQ)	EM	A	45 days after end of each Fiscal year; 30 days after contract end date
Environmentally Preferred Practices	1 1	CO (initial Only, afterwards upon request) PO	EM	AR, and A	Annual due 45 days after end of each contract year; final site due with final site invoice submission
Contract Quality Plans	1 1	PO Superfund Quality Assurance Manager	EM	A	45 days after end of contract year

Corporate Health and Safety Program/Plan	1 1	CO PO	EM EM	AR	As needed, see below
Biweekly Status Reports	1	PO	EM	Every other week	COB Monday after reporting period
Contract-Level Monthly Progress Reports with Invoice	1 1	CO/CS PO	FC E	M	paragraph (g) EPAAR 1552.211-72 Monthly Progress Report

1. **Response and Readiness Plan:** The original Response and Readiness Plan will be submitted with an offeror's proposal and reviewed prior to award. The contractor shall provide an annual report which details the organizational, operational, and technical strategy for response to CERCLA, OPA, Stafford Act, and counter-terrorism emergencies on a 24-hour basis. The Response and Readiness Plan shall incorporate approaches to response showing how the contractor is organized to ensure that the appropriate numbers of equipment, personnel, and resources are mobilized for each type of response. These approaches should take into account incident size and severity, from small incidents to incidents of national significance. The Response and Readiness Plan shall include provision for an on-call response system to quickly deploy personnel and equipment to respond to each approach of an incident or release. The contractor will provide on-call capabilities on a constant basis. The Response and Readiness Plan shall address contractor's plan for transportation/mobilization of personnel, equipment, and resources to incidents throughout the region.

The Response and Readiness Plan shall also include details about the Core Readiness Talent Pool. The details for the Core Readiness Talent Pool include: a roster, response role, map depicting the location and quantity of Core Readiness personnel within the region, and a map depicting response zones for each mobilization point. When tasked to respond to emergencies as described above, responders shall be assembled from members of the Core Readiness Talent Pool and shall consist of a Team Leader and Team Members in numbers consistent with the level of response. Each member of the Core Readiness Talent Pool is expected to maintain a state of readiness should full deployment be required. The Response and Readiness Plan shall also address how the contractor plans to maintain readiness among non-Readiness workforce who might respond during a large-scale incident.

The contractor's Response and Readiness Plan shall also address the development, implementation, and maintenance of Level A capabilities necessary to perform Level A response operations safely and within applicable response times listed in the SOW. The contractor shall maintain Level A emergency response capabilities, within the Core Readiness Talent Pool, that meet the requirements of the SOW. These capabilities are rare, but necessary to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents;
- Radiological materials;
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents, etc.); and
- Other industrial chemicals that might be used as weapons.

The Response and Readiness Plan must address field communications and equipment management procedures. START resources will be maintained and available at the same constant readiness as the OSCs (refer to regional specific response information in the SOW).

The Readiness Coordinator will be responsible for the implementation and updates to the Response and Readiness Plan, and will ensure all aspects of emergency readiness for this contract. The contractor shall provide notice of revision and submit the updated Response and Readiness Plan after revisions are completed.

2. **Emergency Response Equipment and Responder List:** The contractor shall maintain a list of: equipment available for emergency responses; and on-call/stand-by response personnel. The contractor shall provide an updated list to EPA response personnel via email, and if necessary other electronic media (i.e. website, secure ftp, etc.). The list shall identify if equipment is 1) compatible with the EPA National Equipment Management System, 2) contractor owned, 3) rented or leased, 4) government owned-contractor operated, and 5) availability - including location - of equipment. The list may include any other equipment they have access to that may be relevant to emergency responses.
3. **Data Management Plan:** The contractor shall submit a Data Management Plan (DMP) addressing the strategy for fulfilling the data management requirements within the SOW. The DMP shall be submitted for review and approval by EPA. The contractor has 30 days after contract award to submit the initial plan. A revision incorporating EPA comments will be due within 30 days of receipt of EPA comments. The purpose of the DMP is to document standard

practices and ensure data confidence. Data quality supports cost recovery; therefore, must be a defensible plan to present during discovery. The Data Management Plan shall include the QA/QC strategy, data input, collection and nomenclature standards. The Data Manager will be responsible for the implementation and annual updates to the Data Management Plan. The contents of the Data Management Plan shall address at a minimum:

Data Types: Describe the types of data both chemical (i.e. real-time air monitoring and sample analytical data and associated information) and non-chemical (i.e. SPCC/FRP inspection information, PRP data, RMP information, photographic and video information, reports, site files, maps, equipment tracking, etc.) that will be managed under this contract. Detail the source of the collected data. Describe how data management shall be handled for each TDTOLIN issued under the contract.

Data Management Flow: Detail the flow of data from collection through electronic delivery (to SCRIBE.NET, EPA's ER Cloud, EPA GeoPlatform, response.epa.gov, EQuIS, or other approved EPA data systems) and archiving. The data flow should include use among primary end users such as EPA, other federal or state agencies, or contractors. Describe the use of existing EPA methods of Web data distribution systems such as response.epa.gov, EPA GeoPlatform, and SCRIBE.NET Web Services Layer.

Data Management Resources: Detail the system, formats and media for storage, maintenance and back up of data. Describe the use of existing software both EPA developed (such as RCMS, SCRIBE, etc.), off-the-shelf products (ArcGIS Online, EQuIS, GIS, CADD, spreadsheet and database), the use of existing hardware resources (such as iPads, GPS hardware, etc.), and the compatibility of collected data/information with existing EPA standards for software (e.g. compatibility of iOS Operating System), electronic data deliverables or file management.

Data Acquisition or Collection: Detail the process for acquiring or collecting data (i.e. forms, equipment, instrumentation and/or software used to acquire the data). Describe how various types of information will be handled - for example, collection of FRP/SPCC inspection information through the use of iPads, or use of data loggers to capture air monitoring data.

Data Analysis, Summary and Reporting: Describe the procedure for processing data from collected formats (SEDD, electronic checklists, paper checklists or forms, etc.) into useable deliverables. Describe in the plan how collected data will be placed in a format that can be searched, sorted, queried and transferred into other programs with minimal effort. Address the use of the data to graph, map or model both chemical parameters (e.g. data plotting and kreig/contour mapping of sample concentrations) and non-chemical parameters (e.g. plotting potential oil booming locations for contingency planning or facility inspection targets for reconnaissance).

Data Security/Data Quality: Identify the measures that will be taken to establish and maintain data security and the measures that will be taken to ensure data quality. Additional guidance will be provided during the review and approval process by the regional data management teams.

Data Dissemination: Detail the process for releasing the data to the OSC/COR and other potential end users. Detail the process for allowing the OSC/COR immediate access to the data for review, and the process for revision of errant data found by the OSC/COR.

Roles and Responsibility: Identify how the data management requirements of each TDTOLIN will be evaluated upon acceptance. Describe the role of individuals having data management responsibilities on a TDTOLIN or project basis.

4. Incident Command System (ICS) Report: This report should include all efforts made by the contractor to maintain the training requirements as specified in the SOW and Personnel attachments, #1 and #3 respectively. If the contractor is awarded more than one START or ERRS contract with the agency, only one annual report will be submitted, but distribution will be to all agency personnel indicated above for each contract.
5. Allocation of Non-Site Costs: As required under contract clause EPA-H-42-101 Annual Allocation of Non-Site-Specific Costs, the contractor shall submit the annual report to support cost recovery purposes related with Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Superfund) of 1980 as amended by The Superfund Amendments and Reauthorization Act (SARA) of 1986 –responses, including costs associated with investigating or cleaning up hazardous waste sites or spills.
6. Environmentally Preferable Practices: As identified in the Attachment #5 “Green START”, the contractor shall submit an annual report, no longer than 10 pages in length, detailing the cumulative efforts within the previous 12-month period, and acknowledge contract compliance with FAR Part 23 reporting requirements.

7. Contract Quality Plans: If revisions were made to the plans, they must be submitted for review in accordance with higher-level quality requirements defined in FAR 52.246-11. The contract wide Unified Federal Policy formatted Quality Assurance Project Plan (QAPP) should be quickly adaptable for site specific data gathering efforts, be updated annually or as EPA updates Removal Management Levels and other Action Limits. All analytical data generated under this contract, shall be validated. Unless specified for a specific project, Stage 3 validation of the data is required. Refer to Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use. OSWER 9200.1-85, EPA 540-R-08-0005, January 2009. at <https://www.epa.gov/clp/superfund-clp-analytical-services-guidance-documents>.
8. Corporate Health and Safety Program/Plan: The contractor shall provide a Corporate or Contract Specific Health and Safety Program/Plan in compliance with all the applicable health and safety requirements of EPA and OSHA (including Nuclear Regulatory Commission Radiation Program requirements) for the work to be performed under the SOW and FFP tasks. This should serve as the basis for project specific health and safety plans. This plan shall be updated as needed in response to changes in laws, regulations, or corporate practice.
9. Biweekly Status Reports: For each Task Order with TD TOLINs, the contractor shall submit a status of all TDTOLINs, organized to include TDTOLIN, Site Name, period of performance, OSC/COR, Contractor Project lead, Ceiling Authorized, Cost Incurred to Date, Percentage of Ceiling Expended, Dollars Remaining, Burn Rate, Estimated Dollars to Complete, Deliverables to-date, and TDTOLIN status (open or closed).
10. Contract-Level Monthly Progress Reports with Invoice: The contract-level monthly progress reporting requirements are tailored as follows:
 - a. EPAAR 1552.211-72, paragraph (a) tailored to include:
 - i. The estimated percentage of task complete for each "Technical Direction (TD) ordered under a TOLIN" in substitution of "Work Assignment".
 - ii. Paragraph (a) clarified to report project activities completed by TDTOLIN and TO.
 - b. EPAAR 1552.211-72, paragraph (b) tailored requirements for Region 4, identify TDTOLINs where the period of performance expires within the following 30 days, including details such as the OSC, period of performance, TDTOLIN, Site Name and Status/Comments.
 - c. EPAAR 1552.211-72, paragraph (d) tailored requirements:
 - i. Summarize from invoice, EPAAR 1552.232-70 Alt I (c)(2) by clause B-2, sum of each Task Order Contract Line Item Numbers (including subCLINs), total expended over reporting period (amount claimed), and total expended to-date.
 - ii. (d)(3)(i), expand requirement to display current amount of hours worked by employee, to include cumulative hours and cumulative total loaded direct labor costs.
 - iii. Expand upon the financial status of the contract - The contractor shall track and report a summary of current and cumulative charges by SOW subsection, and by state. Work is generally issued for work under a specific subsection of the SOW, e.g. Section II.A.1 – Emergency Response, to be completed within a certain state. This report should be divided by contract line item, labor category, and include the total number of TDTOLINs issued under that subsection for a particular state.
 - iv. Expand upon equipment use from invoice: The contractor shall include a summary of response equipment use in support of FAR 52.207-5, "Option To Purchase Equipment." The report should include: the number of instances a piece of equipment has been rented at the daily, weekly, monthly, and yearly rates; subtotal and total for each rate; the balance of dollars remaining until the purchase price of the equipment has been reached; and for equipment which reached the purchase price, the current and cumulative maintenance fee.
 - v. Expand upon Other Direct Cost for commercial laboratory use. The contractor shall track and report usage of commercial laboratories utilized under the contract. The report shall contain the following information:
 1. Total cost for all analytical services for the current month, fiscal year, and contract to date.
 2. Total number of "analyses" ordered for the month and contract to date (preferably analyses, not samples)
 3. Project specific information should be tracked, but generally will not be requested. The project specific information to be tracked includes: site name, superfund spill identification number (SSID), TDTOLIN number, reason for the sampling effort, dates of sampling, number of samples by matrix, number of samples by each specific type of analysis, and associated unit analytical cost. Waste profile data are not required to be

tracked.

- d. EPAAR 1552.211-72, paragraph (g) tailored Electronic Monthly Progress Reports requirements supplements progress report submittals, and does not replace or override the requirement to submit along with the invoice, to the Contracting Officer (CO) a compact disc (or other agreed upon acceptable electronic format) for inclusion in a hard copy contract file.
 - i. Monthly progress reports shall be provided and maintained electronically through a password protected website. The website shall be able to: maintain electronic versions of monthly progress reports, send automated emails, record input from reviewers, and output data in an editable, organized format that can be imported into MS Excel, MS Access, or the current EPA spreadsheet/database tool. For Region 4 only, this website should be able to support the submittal and approval of the RCMS 1900-55s.

General: The website should be fully functional with Google Chrome or the current EPA internet browser. The website shall not require external software or a browser plug-in (other than the Adobe Acrobat Reader) in order to be fully functional. Support for forgotten passwords should be automated and available on the login page. After logging into the website, OSCs/CORs should be presented with the current Monthly Progress Reports or RCMS 1900-55s awaiting their review. Monthly progress reports from previous months should be accessible for download and viewing through web links. The contract-level COR shall have access to all Monthly Progress Reports. When OSCs/CORs are reassigned, the contractor shall make appropriate reassignments of access rights such that the new OSC/COR can access the current and historical monthly progress reports supporting Technical Direction (TD) Task Order line item number (TOLIN).

Maintenance of Monthly Progress Reports and 1900-55s: Monthly progress reports and 1900-55s shall be maintained and accessible throughout the life of the TDTOLIN. If requested and at TDTOLIN closure, the contractor shall compile these documents into a searchable portable document format (PDF) file and submit it to EPA. PDF files for oil sites shall have each line of confidential business information highlighted. These documents shall be provided to the EPA records center, contract-level COR, and OSC/COR electronically (e.g. via e-mail, file transfer protocol, compact disc, or other electronic file transfer methodology current to EPA). After this, these documents for that TDTOLIN can be removed from the website.

Input from Reviewers: OSCs/CORs shall be able to input and submit their review of a monthly progress report into the website. Fields required for review: Quality (Technical Competence), Schedule, Cost Control, Business Relations, Remarks, Overall Review. Inputs to Quality, Schedule, Cost Control, and Business Relations fields shall be limited to whole numbers, one through five. Input to the Remarks field shall be text, limited to 2,500 characters. Input to the Overall Review field shall be limited to three options: 1) Sufficient progress has been made by the contractor to support payment for work performed during the period 2) Contractor must provide additional justification for the costs described 3) Costs should be withheld since they cannot be verified. A "Submit Review" button should be on the page; when clicked the data is stored and the OSC/COR is redirected back to the list of the monthly progress reports awaiting their review. The website should have a feature that allows an OSC/COR to save their progress if they are unable to fully complete a review in one session.

Output Data: The review data shall be compiled by the website and be made available for the contract-level COR retrieval after the review period. The inputted data should be organized with the corresponding TDTOLIN, Site Name, OSC/COR Name, start date for the period of performance, end date of the period of performance, date of the review, and amount being invoiced for the period of performance. TDTOLINs where no review was completed should be included with null values for OSC/COR inputted fields. The output should be in an organized editable format that can be imported into MS Excel, MS Access, or the current EPA spreadsheet/database tool. No external software or Visual Basic Macro should be needed to import the data.

Automated Emails: When a monthly progress report is ready, an automated notification email shall be sent to the OSC/COR containing: a link to the website, TDTOLIN, the site name, due date for review (seven calendar days after notification email is sent), current amount

being invoiced against that TDTOLIN, TDTOLIN ceiling, and ceiling balance. If a monthly progress report is not reviewed within four calendar days, the OSC/COR shall be automatically sent a reminder email with the same information as the notification email. The website shall send an automated email to the contract-level COR once the review period is over and shall contain a link to the website and the period of performance. If an OSC/COR completes a review where the overall review is not "Sufficient progress has been made by the contractor to support payment for work performed during the period," the contract-level COR and contractor shall receive an automated email notifying them of the review.

Category 2: Task Order-Level Deliverables

Reports description	No. copies	Addressees	Format	Frequency	Due Date (all days are calendar unless otherwise stated)
Invoices and Monthly Progress Reports	1 1 1	CO PO RTP	FC E E	M	paragraph (g) EPAAR 1552.211-72 Monthly Progress Report

1. Invoices and Monthly Progress Report: The task order-level monthly progress reporting requirements are tailored as follows:
 - a. EPAAR 1552.211-72(e), substitute delivery order with task order and submit information (1) -(6) for each order, and submit with summary from invoice, clause B-2 Contract Line Item Numbers (including subCLINs), summary of total expended over reporting period, and total expended to-date.
 - b. EPAAR 1552.211-72, paragraph (e)(2), support invoice, s/s attachment table. The contractor shall track all suspended/disallowed rates/costs received from the EPA and provide a summary of all suspended/disallowed costs which identifies: the 1) Original Voucher where rate/costs were suspended/disallowed 2) Original TO and TDTOLIN, 3) Amount of Cost, 4) Anticipated voucher number where credit (if any) will be made, 5) Actual voucher number where credit is made, and 6) Additional contractor comments (if needed)
 - c. EPAAR 1552.211-72, paragraph (e)(2), For Region 4, expand financial status to include modifications to date, funding type, (CERCLA, OPA), total obligated amount, current TO ceiling, remaining TO funding, and burn rate.

Category 3a: -Technical Direction (TD) Task Order Line Item-Level Deliverables

Reports description	No. copies	Addressees	Format	Frequency	Due Date (all days are calendar unless otherwise stated)
Site-Specific (S/s) Conflict of Interest (COI)	1 1	CO PO	FC EM	Each new site	Within 20 days
Project Estimates	1 1 1	CO PO OSC/COR	FC EM EM	AR	H-49, within 15 calendar days; H-50 and H-51, within 3 calendar days; H-52 and H-53, within 5 calendar days
85% Notification	1 1 1	CO PO OSC/COR	EM EM EM	AR	As required, See Below
S/s Health and Safety Plan	1	OSC	E	AR	Prior to response (Non-Emergency task)
Monthly Progress Reports supporting invoicing	1 1 1	CO PO OSC/COR	FC E E	M	paragraph (g) EPAAR 1552.211-72 Monthly Progress Report

1. S/s Conflict of Interest Certification: Submit certifications consistent with the terms in contract clause EPA-H-09-105 Technical Direction Conflict of Interest Notification.
2. Project Estimates: The contract clause EPA-H-42-108 "Work Plans at the Task Order and Task Order Line Item Number (TOLIN) Level" are required for all projects except emergencies and fixed price tasks (PA, SI, HRS, etc.). Initially, a project will be funded in order to provide and/or obtain information. The proposed staffing plan estimates should detail the labor effort and costs by task. Revisions are expected as uncertainty becomes more known, such as the case in time-critical responses. Initial staffing plans are due within five (5) calendar days, consistent with EPA-H-42-107 "Other Than Emergency Response".

3. **85% Notification:** 1552.216-72 “Ordering – By Designated Ordering Officers” (e) - The contractor shall notify the within 30 calendar days of reaching 85% expenditure of the ceiling authorized for TDTOLIN. The notification shall identify the OSC/COR, Project/Site Name, TDTOLIN, Ceiling authorized, Work that needs to be completed, Costs incurred to-date, Remaining funds, and estimated dollars to complete.
4. **S/s Health and Safety Plan:** All project specific Health and Safety Plans (HSP) will be submitted to the responding OSC or COR prior to the initiation of response actions. The corporate or contract Health and Safety Plan in compliance with all the health and safety requirements of EPA and OSHA (EPA-H-11-101 Health and Safety) should serve as the basis for project specific health and safety plans.
5. **Monthly Progress Report:** The Site-Specific Technical Direction level monthly progress reporting requirements are tailored as follows:
 - a. EPAAR 1552.211-72 (e), substitute “Technical Direction (TD) Task Order Line Item Number (TOLIN)” with “work assignment” and submit information (1) -(6) for each TDTOLIN, and submit with summary from invoice, clause B-2 Contract Line Item Numbers (including subCLINs), summary of total expended over reporting period, and total expended to-date.
 - b. EPAAR 1552.211-72, paragraph (e)(2), expand financial status to include Current TDTOLIN Ceiling, and Remaining TDTOLIN Funding.
 - c. EPAAR 1552.211-72, paragraph (e)(3)(i), expand requirement to display current amount of hours worked by employee, to include cumulative hours and cumulative total loaded direct labor costs.

Category 3b: - Directly Billable Technical Direction (TD) Task Order Line Item-Level Deliverables

Reports description	No. copies	Addressees	Format	Frequency	Due Date (all days are calendar unless otherwise stated)
Letter Reports	1	OSC	EM	AR	Draft: No later than 30 days from completing Field Work Final: 15 days after comments
Removal Evaluation Reports	1	OSC	E	AR	Draft: No later than 30 days from completing Field Work Final: 15 days after comments
Removal Site Reports	1	OSC/COR	E	AR	Draft: No later than 60 days from completing Field Work Final: 30 days after comments
RCMS Summary Reports (Region 4 only)	1	OSC/COR	E	AR	Within 5 days of closing period, copies with invoice and monthly progress report
S/s Quality Assurance Project Plan	1	OSC/COR	EM	AR	Prior to initiating work

1. **Letter Reports:** Unless otherwise directed by the CO, draft emergency letter reports consistent with 40 CFR 300.165 will be submitted to the OSC within 30 days of completion of field activities under TDTOLINs issued under SOW section II.A.1, II.A.3, or II.C.2. Final Letter Report will be submitted 15 days after receipt of comments on the draft report.
2. **Removal Evaluation Reports:** Unless otherwise directed by the CO, draft removal site evaluation reports will be submitted to the OSC within 30 days of completion of field activities under TDTOLINs issued under SOW section II.A.1 or II.C.2. Final reports will be submitted 15 days after receipt of comments on the draft report.
3. **Removal Site Reports:** Unless otherwise directed by the CO, a draft Removal Site Report consistent with 40 CFR 300.165 shall be submitted to the OSC/COR within 60 days of completion of field activities under TDTOLINs issued under SOW section II.A.5 or II.A.6. The Final Report will be submitted to the OSC 30 days after receipt of comments on the draft report.
4. **RCMS 1900-55s:** (Region 4 only) The Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55 Daily Cost Summary Reports for all projects under this contract unless otherwise noted. It will be utilized for the majority of all projects with the exception of fixed price tasks or as determined by the OSC and Project Officer. The use of daily, weekly, or monthly 1900-55s will be determined by the OSC and Project Officer and based on project size.

Initial and subsequent 1900-55 cost documentation shall be submitted within 5 days of the closing period with the exception of major events. All daily 1900-55s and those associated with Federal Disaster Declarations or other major deployments shall be submitted within 24 hours.

The 1900-55s shall be provided and maintained electronically through a password protected website. For further details, see above section EPAAR 1552.211-72, paragraph (g) tailored Electronic Monthly Progress Reports.

5. S/s Quality Assurance Project Plan: Billable only in situations where the Contract-Level QAPP does not meet the needs of the project/investigation, when major modifications are required. Generally, the contract-level QAPP will suffice, with minor modifications, for time critical situations.

F-4 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (JUN 1996)

- (a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (g) The reports shall be submitted to the following addresses on or before the 8th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative	Elkins.Jennifer@epa.gov
1	Contracting Officer	Harrison.Thomas@epa.gov

F-5 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-6 EPAAR 1552.211-77 FINAL REPORTS. (SEP 2013)

- (a) "Draft Report" The Contractor shall submit a copy of the draft final report on or before [*TBD at TOLIN if not defined in Reports of Work clause or FFP Task Attachment #2*] to the Contracting Officer's Representative and Contracting Officer in electronic format, unless specified otherwise by the Government. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor within thirty (30) calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

No. of copies	Addressee	Address (email and/or shipping)
1	EPA Library	R5_SFRecords@epa.gov
1	Contracting Officer	Harrison.Thomas@epa.gov
1	Contracting Officer's Representative	Elkins.Jennifer@epa.gov

F-7 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2016)

F-8 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

- (b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

F-9 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

F-10 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

- (1) The Contractor should notify the Contracting Officer in writing promptly, within two (2) business days (if different, to be negotiated and inserted into the basic contract at contract award) from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
- (2) The Contracting Officer will promptly, within 2 business days (to be negotiated and inserted into the basic contract at contract award) after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

F-11 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

SECTION G - Contract Administration Data

***G-1 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014) ALTERNATE I (JUL 2014)**

- (a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or any agency prescribed form, from [Refer to EPA-F-12-101 "Period of Performance" for duration].
- (b) In addition to the Contracting Officer, the following individuals are authorized ordering officers:
Limited to Contracting Officers (COs) identified in EPA-G-42-101 "Contract Administration Representatives", or when a CO is unavailable in Emergency or Time-Critical events to the CO appointed warranted COR/OSCs. A list of warranted OSCs can be found here: <https://www.epa.gov/contracts/scene-coordinator-warrant-list>.
- (c) The Contractor shall acknowledge receipt of each order and upon request of CO or Ordering Officer, prepare within three calendar days for Emergency Response TDTOLINs or five calendar days for other than Emergency Response TDTOLINs, the proposed staffing plan for accomplishing the assigned task within the period specified.
- (d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Ordering Officer and Contracting Officer in writing within five calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 2019) ALTERNATE I (MAY 2019)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Electronic invoicing and the Invoice Processing Platform (IPP)—(1) Definitions. As used in this clause—

Contract financing payment and invoice payment are defined in Federal Acquisition Regulation (FAR) 32.001.

Electronic form means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

- (2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.
 - (ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)
 - (iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.
 - (iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by telephone at (866) 973-3131.
- (3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when—

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) Invoice preparation. The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-designed forms which contain the required information. Standard Form 1034, Public Voucher for Purchases and Services other than Personal, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) Invoice content. (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) Subcontractor charges. (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) Period of performance indication. Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) Invoice submittal. (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) EPA Invoice Preparation Instructions—SF 1034. The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location—Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared—Insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date—Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date—Leave blank.
- (5) Voucher Number—Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write “[invoice number] #Adj” at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.
- (6) Schedule Number; Paid By; Date Invoice Received—Leave blank.
- (7) Discount Terms—Enter terms of discount, if applicable.
- (8) Payee's Account Number—This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address—Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number—Insert for supply contracts.
- (11) Date of Delivery or Service—Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles or Services—Insert the following: “For detail, see Standard Form 1035 total amount claimed transferred from Page __ of Standard Form 1035.” Insert “COST REIMBURSABLE—PROVISIONAL PAYMENT” or “INDEFINITE QUANTITY/INDEFINITE DELIVERY—PROVISIONAL PAYMENT” on the Interim public vouchers. Insert “COST REIMBURSABLE—COMPLETION VOUCHER” or “INDEFINITE QUANTITY/INDEFINITE DELIVERY—COMPLETION VOUCHER” on the Completion public voucher. Insert “COST REIMBURSABLE—FINAL VOUCHER” or “INDEFINITE QUANTITY/INDEFINITE DELIVERY—FINAL VOUCHER” on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

“I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract.”

(Name of Official)

(Title)

(13) Quantity; Unit Price—Insert for supply contracts.

(14) Amount—Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) EPA Invoice Preparation Instructions—SF 1035. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment—Insert the name and address of the servicing finance office.

(2) Voucher Number—Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number—Leave blank.

(4) Sheet Number—Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order—Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services—Insert the contract number as in the Standard Form 1034.

(7) Amount—Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element—Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee—The fee shall be determined in accordance with instructions appearing in the contract.

Note to paragraph (h)—Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) Supporting Schedules for Cost Reimbursement Contracts. The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor—Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates—Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts—Identify the major cost elements for each subcontract.

(4) Other Direct Costs—When the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)—Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)—Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel—When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

Note to paragraph (i)—Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) Supporting Schedules for Time and Materials Contracts. The following backup information is required as an attachment to the invoice as shown by category of cost:

- (1) Direct Labor—Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.
- (2) Subcontracts—Identify the major cost elements for each subcontract.
- (3) Other Direct Costs—When the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.
- (4) Indirect Cost Rates—Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.
- (5) Contractor Acquired Equipment—Identify by item the quantities, unit prices, and total dollars billed.
- (6) Contractor Acquired Software—Identify by item the quantities, unit prices, and total dollars billed.
- (7) Travel—When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

Note to paragraph (j)—Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) Adjustment vouchers. Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with “adj” after the invoice number.

(l) Final vouchers. Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word “Final” or “F” after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) Completion vouchers. In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Alternate I (MAY 2019)

As prescribed in 1532.908, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) if used in a non-commercial time and materials type contract:

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(End of Clause)

G-3 Local Clauses EPA-G-32-101 ADDITIONAL INVOICING INSTRUCTIONS - OIL REMOVAL ACTIVITIES

(a) The contractor may be tasked to provide support to the EPA in carrying out oil removal activities in accordance with 33 U.S.C. 1321 Clean Water Act (CWA) or Federal Water Pollution Control Act (FWPCA), and under which the Agency may be entitled to access the Oil Spill Liability Trust Fund (OSLTF). In support of the EPA's effort to obtain cost reimbursement under such activities and the concomitant requirement to provide full and timely cost documentation, and when specifically authorized and tasked in writing by the Contracting Officer, and in addition to any other contract invoicing requirements (e.g., SUBMISSION OF INVOICES, INVOICE PREPARATION INSTRUCTIONS), the Contractor shall provide one (1) additional monthly invoice copy, with the following additional supporting documentation:

- Direct Labor (Fixed Rate) - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice;
- Direct Labor (Cost Reimbursable) - identify by labor category the total number of loaded direct labor hours billed for the period in the invoice;
- Indirect Cost Rates (Cost Reimbursable) - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied;
- Subcontracts - identify the major cost elements for each subcontract;
- Other Direct Costs - provide a detailed explanation and receipt copies when the cost of any individual ODC item (e.g., photocopying, material, supplies, telephone usage) exceeds \$0.00, or an amount as may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS);
- Contractor-Acquired Equipment - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;
- Contractor-Acquired Software - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;
- Travel - provide a detailed explanation and receipt copies when the cost of any individual trip exceeds \$75.00, [Title 41 Code of Federal Regulations (CFR), Federal Travel Regulations [§301-11.25](#)] or an amount that may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS); identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, daily per diem rates, and total dollars billed;
- Local Travel - Detailed reporting is not required for local travel;
- Form 1900-55 (RCMS) - Contractor Report (attach if applicable);
- Monthly Contractor Report - attach if applicable; and
- Task Order Line Item Number, Technical Direction - attach if applicable

(b) The Contractor shall be responsible for clearly marking all information on invoices, receipts, or any other supporting documentation that it considers to be Confidential Business Information (CBI).

NOTE: Highlighting or boxing are acceptable marking techniques; watermarks are unacceptable.

(c) The Contractor shall submit all clearly marked information/documentation either electronically or by US Mail to the Cincinnati Finance Center: Electronic: CINWD_OilSpill@epamail.epa.gov, or U.S. Mail or Overnight: U.S. Environmental Protection Agency

Attn: Accounts Receivable Branch, OIL TEAM
 26 West Martin Luther King Drive, MS-NWD2
 Cincinnati, Ohio 45268

(End of Clause)

G-4 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Job Title	Names	Region 5
Program Manager	[REDACTED]	√
Health and Safety Manager	[REDACTED]	√
Readiness Coordinator	[REDACTED]	√
Hazardous Ranking System Specialist	[REDACTED]	√
Data Manager	[REDACTED]	√
Spill Prevention Control and Countermeasure/Facility Response Plan Coordinator	N/A	N/A

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

G-5 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:	
COR/Project Officer	Edward Quigley
Alternate COR/Project Officer	Sam Chummar
Contracting Officials responsible for administering this contract are as follows:	
Administrative Contracting Officer	Primary: Christina Tran, Alternate Thomas Harrison
Contract Specialist	Heidi J Belec

(End of Clause)

G-6 Local Clauses EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

- (a) The *Contracting officer technical representative (COTR)*, referenced in the Clause entitled "TECHNICAL DIRECTION", is the individual authorized by the Contracting Officer on an individual Technical Direction Task Order Line Item Number (TOLIN) to:

- (1) receive deliverables;
 - (2) receive copies of monthly progress reports specific to the work for which the COTR is authorized;
 - (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those work for which he/she is cognizant; and
 - (4) provide technical direction on those Assignments subject to the limitations of the above "TECHNICAL DIRECTION" and EPA-H-42-104 ISSUING TECHNICAL DIRECTION clauses.
- (End of Clause)

***G-7 Local Clauses SUBCONTRACT CONSENT**

- (a) Consent is given to the following team subcontracts: [**TBD after award], additional team subcontractors may be approved in writing only by the Contracting Officer.
- The Contractor shall submit required subcontract consent information to the Contracting Officer (CO) and On-Scene Coordinator (OSC) to obtain consent to subcontract, in accordance with the following:
OSC can provide subcontract consent on subcontracts under Emergency Response and/or Time Critical situations. The OSC will submit its written consent to the contracting officer within 5 business days.
- (b) Definitions. As used in this clause—
“*Approved purchasing system*” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
“*Consent to subcontract*” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.
“*Subcontract*” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts, when the following conditions exist:
- Initial Review of the Contractors key subcontract for CO review
 - After initial review, future subcontract consent is granted for subcontracts valued at less than \$350,000.
- The contractor shall submit its approved Purchasing System Guidance/Regulation with subcontract consent request.
- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required, including the following information:
- i. A description of the supplies or services to be subcontracted.
 - ii. Identification of the type of subcontract to be used.
 - iii. Identification of the proposed subcontractor.
 - iv. The proposed subcontract price.
 - v. A memorandum reflecting -
 1. The principal elements of the subcontract price negotiations;
 2. The most significant considerations controlling establishment of initial or revised prices;
 3. The basis of the overall solicitation and award process.
- (3) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Additional subcontract consent provisions including team subcontractors:
 - (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;
 - (2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);
 - (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
 - (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
 - (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
 - (6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or the allowability of subcontract costs;
 - (7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and
 - (8) The Contracting Officer will act only in disputes arising under the prime contract even if a subcontractor is affected by the dispute between EPA and the prime contractor.
 - (9) Ensure Clause I-107, 52.224-5 "Competition in Subcontracting" and I-108, 52.244-6 "Subcontracting for Commercial Items" flow down requirements are met.

(End of Clause)

G-8 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

G-9 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(d) The following data will be furnished to the Contractor on or about the time indicated: [when becomes available, or within seven calendar days of request if not issued with TD @TOLIN Level]

G-10 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Tina Marie Marshall,
HQ: Mail Code: M304B, Bldg. RRB,
Marshall.TinaMarie@epa.gov, (202) 564-1095

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

(End of Clause)

SECTION H - Special Contract Requirements

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

H-2 Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

- (a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 "Audit and Records - Negotiation (JUN 1999)," wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.
- (b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.
- (c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).
- (d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.
- (e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) 10 years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.
- (f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

(End of Clause)

H-3 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor. When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

(End of Clause)

H-4 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

(End of Clause)

H-5 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Task/Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

(End of Clause)

H-6 EPAAR 1552.208-70 PRINTING. (SEP 2012)

H-7 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.
When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

(End of Clause)

H-8 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

H-9 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)

H-10 Local Clauses EPA-H-09-102 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:
 - (a) The work to be performed involves matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?
 - (b) The work involves searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?
 - (c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.
2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).
 - (a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.
 - (b) If the site is known by several different names, list each of those names.
3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?
4. What is the estimated dollar amount and period of performance of this future contracting effort?
5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

(End of Clause)

H-11 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE II (START) (APR 2004)

H-12 Local Clauses EPA-H-09-103 PROHIBITION OF EMERGENCY AND RAPID RESPONSE SERVICE (ERRS) CONTRACTORS FROM CONTRACT AWARD

An offeror shall not receive an award under this solicitation if it is determined that the offeror is currently a Region 4 or 5 Emergency and Rapid Response Services (ERRS) contractor or proposes to use a current Region 4 or 5 ERRS contractor as a team subcontractor.

(End of Clause)

H-13 Local Clauses EPA-H-09-104 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

- (a) The Agency has determined that a significant potential conflict of interest would exist if a current Region 4 or 5 ERRS contractor is awarded this contract. To be eligible for award, each offeror must demonstrate that it is not currently a Region 4 or 5 ERRS contractor.
- (b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region 4 or 5 ERRS contractor may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.
- (c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region 4 or 5 ERRS contractor will not necessarily disqualify the offeror for consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

(End of Clause)

H-14 Local Clauses EPA-H-09-105 TECHNICAL DIRECTION CONFLICT OF INTEREST NOTIFICATION.

Within twenty (20) days of receipt of the Technical Direction issued against a Task Order Line Item Number (TOLIN), the Contractor shall provide the Contracting Officer (CO) with a conflict of interest (COI) certification. Where TOLINs are issued for work on or directly related to a site, the Contractor is only required to provide a COI certification for the first TOLIN issued for that site. For all subsequent work on the site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional COI certifications are required.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three (3) years immediately prior to the receipt of the TOLIN. In the COI certification, the Contractor must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the CO or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TOLIN or relating to this TOLIN, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TOLIN or other work relating to this site.

(End of Clause)

H-15 Local Clauses EPA-H-09-108 REGIONAL CROSSOVER

In the event of the Contractor's potential or actual conflict of interest in conducting a specific Technical Direction (TD) ordered under a TOLIN (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, services for this Region may be ordered through another Region's contract.

(End of Clause)

H-16 Local Clauses EPA-H-09-110 CONFLICT OF INTEREST EVALUATION - PEER REVIEWERS AND EXPERT PANELISTS

- (a) Prior to selecting expert panelists/peer reviewers, the Contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member or peer reviewer. The financial and professional information obtained by the Contractor as part of the evaluation to determine the existence of an actual or potential COI is considered private and shall not be disclosed to outside entities except as required by law and/or regulation.
- (b) The Contractor shall ensure that proposed expert panelists and peer reviewers will not have an actual or potential COI if they are selected to participate in an expert panel or peer review. When determining if a proposed peer reviewer or expert panelist may have an actual or potential COI, the Contractor shall incorporate the following yes/no questions (1) - (9) and requests for supporting information (10) - (18) into its established process to evaluate and determine the presence of an actual or potential COI:

Conflict of Interest Analysis Questions and Supporting Information

- (1) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months?
☐ Yes ☐ No
- (2) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months?
☐ Yes ☐ No
- (3) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months?
☐ Yes ☐ No
- (4) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months?
☐ Yes ☐ No
- (5) To the best of your knowledge and belief, have you, your spouse, or dependent child, held in the past 24 months any financial holdings (excluding well-diversified mutual funds and holdings with a value of less than \$15,000.00) with any connection to the subject chemical or topic?
☐ Yes ☐ No
- (6) Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review?
☐ Yes ☐ No
- (7) Have you had previous involvement with the development of the document (or review materials) you have been asked to review?
☐ Yes ☐ No
- (8) To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias?
☐ Yes ☐ No
- (9) To the best of your knowledge and belief, is there any financial benefit that might be gained by you or your spouse as a result of the outcome of this review?
☐ Yes ☐ No
- (10) Compensated and non-compensated employment (for panel member/peer reviewer and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two (2) years, including a brief description of the work.
- (11) Research Funding (for panel member/peer reviewer): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member/peer reviewer served as the Principal Investigator, Significant Collaborator, Project Manager or Director. For the panel member/peer reviewer's spouse, provide a general description of the spouse's research and project activities for the preceding two years.
- (12) Consulting (for panel member/peer reviewer): list all compensated consulting activities during the preceding two years, including the names of the clients if compensation provided 15% or more of your annual compensation. For the panel member's spouse, provide a general description of the spouse's consulting activities for the preceding two years.

- (13) Expert witness activities (for panel member/peer reviewer): list the sources of compensated expert witness activities and a brief description of each issue and your testimony. For the panel member/peer reviewer's spouse, provide a general description of the spouse's expert testimony provided in the preceding two years.
- (14) Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member/peer reviewer, spouse, and dependent children): list specific financial holdings that collectively had a fair market value greater than \$15,000.00 at any time during the preceding 24-month period (excluding well-diversified mutual funds, money market funds, treasury bonds and personal residence).
- (15) Liabilities (for panel member/peer reviewer, spouse, and dependent children): list liabilities over \$10,000.00 owed at any time in the preceding twelve months (excluding a mortgage on your personal residence, home equity loans, automobile and consumer loans).
- (16) Public Statements: Provide a brief description of any public statement and/or positions taken that are closely related to the matter under review by the panel member.
- (17) Involvement with document under review: Provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.
- (18) Other potentially relevant information: Provide a brief description of any other information that might reasonably raise a question about actual or potential personal conflict of interest or bias.

(End of Clause)

H-17 Local Clauses EPA-H-11-101 HEALTH AND SAFETY

- (a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the EPA Safety, Health and Environmental Management Program (SHEMP) manager, in coordination with the Contracting Officer (CO) and Contracting Officer's Representative (COR), has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. Establishment of such standards are subject to the changes clause. In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.
- (b) The Contractor shall ensure that all Contractor personnel working at the site are in compliance with EPA, OSHA, National Fire Protection Association, state and local, internal agency policies and guidelines, and minimum standards as specified by the contract-level COR. The required level of protection may be specified by the On-Scene Coordinator (OSC) or authorized COR, CO, and/or SHEMP manager, but shall not be below what is required by applicable statutes and regulations, and shall be followed by the Contractor. If the Contractor has a dispute with respect to health and safety, which cannot be resolved among the OSC, authorized COR, CO, SHEMP manager, and the Contractor's Health and Safety representative, the matter will be referred to the Program or Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Safety and Sustainability Division Director at Headquarters for final determination. During this dispute resolution process, the Contractor must implement an OSC, authorized COR, or SHEMP manager directive pertaining to health and safety upon issuance. Implementation of this directive may be subject to the changes clause, if the CO deems it to be a substantial change to the contract.
- (c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, the plan shall be submitted to the OSC, authorized COR, and SHEMP manager for review and approval prior to commencing work. Upon receipt of the OSC's, authorized COR's, and SHEMP manager's approval and notification of CO, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC, authorized COR, and SHEMP manager. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC, authorized COR and SHEMP manager within twenty-four (24) hours of its submission to the Contractor (or less if specified in the task order.) In any event, the Contractor's commencement of cleanup services absent notification of objections to the OSC, authorized COR and SHEMP manager, is deemed as acceptance of the safety plan. The Contractor is responsible for reporting any injuries, illnesses or fatalities to the OSC, authorized COR and SHEMP manager; and to report in accordance with OSHA regulations and internal agency policies and guidelines.
- (d) Notwithstanding the EPA's aforementioned rights to direct Contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for

itself and its subcontractors. However, any extra costs associated with these more stringent requirements shall not be borne by the EPA.

(End of Clause)

H-18 Local Clauses EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

(End of Clause)

H-19 Local Clauses EPA-H-11-105 USE OF COMPANY OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES

The On-Scene Coordinator (OSC) or Remedial Project Manager (RPM), in conjunction with the Contracting Officer, shall determine the appropriateness of using company owned or affiliated laboratories. Such determinations shall be based on competition, site safety concerns, and the potential for an actual or apparent conflict of interest on the part of the Emergency Rapid Response Services (ERRS) contractor.

There are certain situations where the use of an ERRS company owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be treated or disposed. When the ERRS contractor is conducting waste characterization analysis for purposes of waste identification and/or bulking options for off-site disposal, company owned laboratories may be utilized to conduct qualitative analysis. Under emergency response conditions, there may be instances where real time analytical support services from the company owned or affiliated laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real-time analysis of unstable hazardous waste materials to provide OSCs/RPMs with the necessary information to protect the public health and environment, as well as site personnel.

(End of Clause)

H-20 Local Clauses EPA-H-11-106 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from cleanup activities are salvageable, the Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to have the contractor deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment, and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

(End of Clause)

H-21 EPAAR 1552.213-70 NOTICE TO SUPPLIERS OF EQUIPMENT (APR 1984)

H-22 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-23 Local Clauses EPA-H-22-101 COMPLIANCE WITH FAR CLAUSE 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (Multiple Year and Option Contracts)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

(End of Clause)

H-24 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

(End of Clause)

H-25 Local Clauses EPA-H-25-101 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (i.e. Canada), including licensing requirements, transportation, etc. The contractor may be subject to international laws and/or the laws of the country which work is being performed.

(End of Clause)

H-26 Local Clauses EPA-H-27-101 DATA

- (a) Upon receipt of all data provided to the Government by the contractor under this paragraph, the Government shall acknowledge in writing to the contractor the receipt of all confidential or other data.
- (b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor may, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.
- (c) The Contractor may be required to turn over or provide to the Government any of the following:
 - 1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General." Such financial, cost or pricing data does not refer to site-specific cost records which are necessary to substantiate cost recovery actions.
 - 2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.)
 - 3. Contractor and personnel performance ratings and evaluations.
 - 4. Data previously developed by parties other than the contractor which was acquired independently of this contract, or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data. (d) The contractor shall deliver to the OSC, within ninety (90) calendar days after the completion of the task order period of performance, all site-related data including, but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site-specific documents which are necessary to substantiate cost recovery actions.

(End of Clause)

H-27 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to Technical Direction (TD) ordered under a TOLIN or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular Technical Direction (TD) ordered under a TOLIN or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to Technical Direction (TD) ordered under a TOLIN or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other Technical Direction (TD) ordered under a TOLIN or task orders specifically identified by the Contracting Officer.

(End of Clause)

H-28 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

(End of Clause)

H-29 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

H-30 Local Clauses EPA-H-28-101 INTERNATIONAL INSURANCE

The contractor is responsible for obtaining all insurance requirements for efforts on either side of the U.S./Canada border and/or any other international border. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the U.S./Canada or any other international border through a government-approved carrier (government of the country for which work is being performed).

(End of Clause)

H-31 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

H-32 Local Clauses EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability - \$1,000,000.00

Comprehensive general liability - \$1,000,000.00

Comprehensive automobile liability - \$1,000,000.00

(End of Clause)

H-33 Local Clauses EPA-H-31-103 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT

- (a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.
- (b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such determinations shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as necessary for the contracting officer to evaluate the proposal.
- (c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate, with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the preceding paragraph, details on the nature of the emergency shall be included.

- (d) The final determination on reimbursement for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer, except in an emergency, during which the OSC's approval shall be accepted until the emergency situation is stabilized, provided the required documentation is submitted to the contracting officer within the time specified above.
- (e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA, and the length of the EPA job.

(End of Clause)

H-34 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

- (a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within fifty (50) miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.
- (b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).
- (c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's SOW (and/or any applicable Technical Direction (TD) ordered under a TOLIN). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a TO (apart from approval of the remainder of the TO - see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.
- (d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the SOW.
- (e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:
 - (1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
 - (2) Description of circumstances necessitating the travel. Identify the Technical Direction (TD) ordered under a TOLIN(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the SOW.
 - (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost-effective means to fulfill the contract requirements.
- (f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.
- (g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

(End of Clause)

H-35 Local Clauses EPA-H-31-105 APPROVAL OF TRAINING

- (a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the SOW. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

- (b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

- (c)
- (1) Individual to be trained []
 - (2) Description of circumstances necessitating the training. []
 - (3) Estimated cost []

- (d)
- (e) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

(End of Clause)

H-36 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Technical Direction (TD) TOLIN COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

(End of Clause)

H-37 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY.

(APR 1984)

H-38 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

H-39 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(MARCH 2001) DEVIATION

- (a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).
- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:
- (1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response,

Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);
 - (3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;
 - (4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ('Potentially Responsible Parties') for purposes of facilitating collection, settlement or litigation of claims against such parties;
 - (5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)
 - (6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
 - (7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
 - (8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;
 - (9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;
 - (10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and
 - (11) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.
- (d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.
- (e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H-40 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

H-41 EPAAR 1552.237-74 PUBLICITY. (APR 1984)

H-42 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

H-43 Local Clauses EPA-H-37-101 EXPERT TESTIMONY

On occasion, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

(End of Clause)

H-44 Local Clauses REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

- (a) For Region 4, the use of EPA's Removal Cost Management Software System (RCMS) is required for removal actions or any other task when specified as Technical Direction. The contractor is required to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance under this contract, when RCMS is required. All invoices must be generated directly from the contractor's accounting system. The 1900-55s must be submitted as backup documentation to the monthly invoices. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.
- (b) Minimum system requirements are:
 - Windows 7, 8, or 10
 - Pentium Processor
 - with 100 MB of free disk space
 - 256 MB RAM
 - CD/R Drive (preferably CD/RW)
 - Printer
- (c) The EPA will provide the contractor with RCMS with the loaded rates once they are approved, which is a PC-based software package. Initial contractor training of the use of this system can be provided by the EPA.
- (d) The cost of this system shall not be reimbursable as a direct cost under this contract.
- (e) Contractor will be required to provide archive disks for each task order and/or technical direction document on a monthly basis to the Project Officer (PO).
- (f) Monthly archive disks covering the invoice period must be submitted to the PO. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s or Incident Action Plan.
- (g) Final archive disk(s) shall be forwarded to the Project Officer within 30 days of the completion of work at the site

(End of Clause)

H-45 Local Clauses EPA-H-42-101 ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

- (a) The contractor shall submit an annual allocation report. The purpose of this report is to allocate all payments made by the EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the accounting year. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks required of the contractor for non-site-specific work.
- (b) The contractor shall refer to contract Attachment entitled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for instructions for completing the annual allocation report requirements. This Attachment also provides a detailed explanation of the allocation process and methodology.
- (c) Submissions required of the contractor shall be sent to the following address:
 - Program Costing Staff
 - Office of Financial Management
 - U. S. Environmental Protection Agency
 - 1200 Pennsylvania Avenue, NW
 - Ronald Reagan Building, MC 2733R
 - Washington, DC 20460
- (d) Questions regarding any Annual Allocation requirements should be referred to the Program Costing Staff at (202) 564-3145.

H-46 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

(End of Clause)

H-47 Local Clauses EPA-H-42-104 ISSUING TECHNICAL DIRECTION

- (a) The Contractor shall perform work under this contract as specified in the written Technical Direction issued against Task Orders Line Item Numbers (TOLINs) by the Contracting Officer (CO). The TOLINs will be issued electronically via the EPA's Acquisition System (EAS) system, a web-based system. All Technical Direction will be within the scope for the services specified in each TO, and will be in accordance with the fixed rates specified elsewhere in this contract.
- (b) Warranted by an emergency, Technical Direction may be issued verbally under this contract. The Contractor shall begin work immediately upon receipt of a verbally-issued Technical Direction; however, written Technical Direction must then be issued within five (5) calendar days from when the verbal was issued by the CO, or if the CO was not available, an authorized warranted On-Scene Coordinator (OSC). The written Technical Direction issued against a TOLIN shall indicate the date and time on which the Technical Direction was verbally issued. Failure to follow-up a verbally issued Technical Direction in writing may result in work stoppage.
- (c) If the purpose of Technical Direction is to revise efforts specified in a previous TOLIN, the CO will specifically reference the prior TOLIN and the effort being revised. The COR is required to submit this information to the CO.
- (d) The Contractor shall acknowledge receipt of each new or amended TOLIN to the CO within two (2) business days after its receipt. If the Contractor considers the specified completion date or hours to be unreasonable or unrealistic for the required effort, the contractor shall notify the CO.
- (e) For any TOLIN issued which requires preparation by the Contractor of a project work plan and cost estimate, the TOLIN will outline the details for the submission of the project.
- (f) Each TOLIN may/will include the following:
 - (1) TOLIN: Numerical designation of the Technical Direction issued
 - (2) The estimated labor hours
 - (3) Estimated dollar amount for approval
 - (4) Source of funds (i.e., CERCLA, OPA, CEPP, other)
 - (5) EPA 4-digit Site Identification Number as provided (SSID)
 - (6) Site name, address, city, county, state and Zip code
 - (7) Overtime if applicable
 - (8) Period of performance (PoP)
 - (9) Descriptive title to tasks as provided in the SOW
 - (10) Specific tasks, including the anticipated end product(s)
 - (11) Interim deadlines, including completion dates for each specific effort
 - (12) Comments
 - (13) Signatures and dates
 - (14) Descriptor (for Contractor use)
 - (15) Distribution (The CO, OSC and the Project Officer (PO) shall be included on the distribution of all Technical Direction issued under-this contract)
 - (16) Reference SOW
 - (17) Conflict of Interest Search
 - (18) Schedule of deliverables
- (g) Within 30 days of completion of all tasks within a given TOLIN, the Contractor shall submit via email a final Acknowledgment of Completion (AOC) form to the CO and the PO for approval. AOCs shall include the following information:
 - (1) Project Name
 - (2) TOLIN and if applicable amendments

- (3) Brief description of project
 - (4) Period of Performance (PoP)
 - (5) Response Type (e.g., pre-remedial, etc.)
 - (6) Estimated Cost Approved
 - (7) Actuals Incurred
 - (8) Contractor Comments
 - (9) COR/OSC/PO as applicable, Comments
 - (10) PO Signature Line and Date
 - (11) Authorized Contractor Signature and Date
 - (12) Distribution
- (h) The PO or any other technical representative of the CO, such as the non-warranted OSC or authorized COR, does not have the authority to issue any Technical Direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the “Changes” clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the contract period of performance; or, (5) changes any of the other express terms or conditions of the contract. Any requests for deviation from the terms of this contract, or any Technical Direction issued hereunder, must be submitted to the CO for contractual action, except as otherwise authorized in this clause.
- (i) The Contractor shall not make expenditures or incur obligations in the performance of the TOLIN which exceed the specified ceiling amount or completion date except at the contractor’s own risk. The expenditure limit is the current TOLIN funded amount and ceiling amount. Any increase to the ceiling amount or extension of time must be authorized by the CO in a written TOLIN amendment, except as otherwise authorized in this clause.
- (j) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.
- (k) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(End of Clause)

H-48 Local Clauses ORDERING TECHNICALLY DIRECTED WORK

- (a) Technical Directed Work will be ordered via Task Orders Line Item Numbers (TOLINs). TOs for the following major categories of the SOW may be issued under the contract:
- (1) Response Activities
 - (2) Preparedness and Prevention Activities
 - (3) Assessment/Inspection Activities
 - (4) Technical Support Activities
 - (5) Data Management Support
 - (6) Training
 - (7) Other task orders will be assigned as the need arises.
- (b) Specific details for individual assignments may be issued under each TO via a TOLIN. For an example, a TO will be issued for Response Activities; specific emergency response or removal sites that fall under this TO will be assigned by individual TOLINs. The TOLIN will specify the site, deliverables and due dates, and period of performance in accordance with the requirements of the EPA-H-42-104 Issuing Technical Direction (DEVIATION) clause.
- (c) TO for Response Activities shall include the fixed rate for the responders. Individual TOLINs assigned under this TO will specify emergency response, EPA drills/exercises, and removal work as assigned to the contractor.
- (d) For work performed under any TO that requires different expertise than what logically fits within the labor categories identified in the contract, the contractor will be reimbursed out of the specialized labor pool, in accordance with the section B clause entitled “SPECIALIZED LABOR.” The contractor shall notify the Contracting Officer and Project Officer in advance of utilizing any specialized labor.

(End of Clause)

H-49 Local Clauses EPA-I-16-101 PROCEDURES FOR ISSUING TASK ORDERS - NON-EMERGENCY WORK

- (a) During the effective period of this contract, when a need arises for the performance of work covered under the SOW, the Contracting Officer shall issue a task order under which the work will be performed. All task orders issued will be firm-fixed-price (FFP) or at the fixed rates specified in the contract. The Contracting Officer shall include additional Terms and Conditions applicable to firm-fixed price work, if firm-fixed price work is required.
- (b) The Contracting Officer is the only individual authorized to issue a task order under this contract. Where Non-Emergency work will not require a staffing or work plan under EPA-H-42-107 "OTHER THAN EMERGENCY RESPONSE" or EPA-H-42-108 "WORK PLANS AT THE TASK ORDER AND TASK ORDER LINE ITEM NUMBER (TOLIN) LEVEL", the Contracting Officer may issue a request for proposal in writing which shall include a SOW/PWS which defines the work to be performed. The request does not obligate the Government to issue the task order, nor does it authorize the contractor to perform any work pursuant to the request for proposal prior to receipt of a fully executed task order.
- (c) If a request for proposal is issued, the contractor shall submit its proposal within 15 calendar days (unless otherwise permitted in writing by the contracting officer) for the services being requested. The proposal shall be itemized as follows: (1) The number of direct labor hours required for each labor category multiplied by the applicable fully loaded fixed hourly rate specified for each category of labor; (2) The number of hours/days required for each piece of field equipment (if applicable) multiplied by the applicable fully loaded fixed hourly rate specified for each category of equipment; (3) Other direct costs (e.g., travel, copying); (4) Subcontracts (if applicable); (5) Total proposed price; (6) Proposed period of performance; (7) Any other information specified in the request for proposal.
- (d) The fully loaded fixed rates utilized in (c) above shall be those specified in the contract for the corresponding contract year in effect at the time the task order is issued, the proposal is prepared, or for the period in which the Government anticipates work will be performed.
- (e) Upon receipt of the proposal, the Contracting Officer shall, within 15 calendar days, take one of the following actions:
 - (1) If all proposal elements are determined to be appropriate for the requested work, and the Contracting Officer determines that the proposed price is fair and reasonable, the Contracting Officer shall issue a FFP or T&M Task Order for the work as proposed; or
 - (2) If the Contracting Officer determines to enter into negotiations with the contractor, and a negotiated agreement is subsequently reached, the Contracting Officer shall issue a FFP or T&M Task Order embodying those negotiated terms; or
 - (3) If the Contracting Officer determines to enter into negotiations with the contractor, and an agreement is not reached in said negotiations, the Contracting Officer shall have the right to acquire the services from another source without violating the terms and conditions of this contract.
- (f) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and the contract, the contract shall control.
- (g) Ceiling-priced task orders - Under no circumstances is the contractor authorized to exceed the task order ceiling amount. If the task order is incrementally funded, the expenditure limit is the current funded amount. The ceiling and/or expenditure limit amount of a task order can only be increased by a formal modification (Standard Form 30) issued by the Contracting Officer.
- (h) The Government is obligated to make payment only for work actually completed, regardless of any estimates of prospective quantities.

(End of Clause)

H-50 Local Clauses EPA-I-16-102 PROCEDURES FOR ISSUING TASK ORDERS FOR SUPERFUND EMERGENCY RESPONSE AND REMOVAL SERVICES

- (a) Contractor performance shall be authorized by orders issued in accordance with the ORDERING – BY DESIGNATED ORDERING OFFICERS clause.
- (b) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for the same or similar services.
- (c) Contractor performance will be ordered by the contracting officer through the issuance of individual task orders. All task orders issued will be fixed-price or at the fixed rates specified in the contract.

- (d) In the event of an emergency, a warranted on-scene coordinator (OSC) or contracting officer (CO) may issue a verbal order, to be followed up with a confirming written task order within five (5) working days of verbal notification.
- (e) The COR named in the task order will be responsible for the technical administration of task orders issued hereunder. No individual other than the CO has the authority to modify any provision of this contract. Any request for deviation from the terms of this contract, or any task orders issued hereunder, must be submitted to the CO for action.
- (f) A separate EPA Form or OF 347 will be issued for each task order. Each Emergency Response (ER) Task Order where work will not be ordered utilizing an ER TO with multiple ER TOLINs, will include:
 - 1. Date of the order, contract number, task order number, name of COR responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required response time, and required completion date.
 - 2. Location of the site.
 - 3. A SOW/PWS, any reports required, and any other special technical requirements, instructions or clearances.
- (g) The contractor shall acknowledge receipt of each task order in writing within two (2) business days after its issuance date. Such acknowledgment shall be submitted to the CO, with a copy forwarded to the COR.
- (h) Upon receipt of the task order, if the contractor considers the specified completion date to be unrealistic for the required effort, it shall immediately notify the contracting officer within three (3) calendar days of receipt, or one-half (½) of the time specified for performance of the order, whichever is less. The contractor shall provide rationale as to why the completion date is considered unrealistic.
- (i) If requested in the task order, the contractor shall submit a work plan. Upon receipt, the CO shall, within three (3) calendar days, take one of the following actions:
 - 1. If all work plan elements are determined to be appropriate for the requested work, and the CO determines that the proposed price is fair and reasonable, the CO shall modify the task order to accept the work plan as proposed; or
 - 2. If the CO determines to enter into negotiations with the contractor, and a negotiated agreement is subsequently reached, the CO shall modify the task order to incorporate those negotiated terms; or
 - 3. If the CO determines to enter into negotiations with the contractor, and an agreement is not reached, the CO shall have the right to terminate the task order and acquire the services from another source without violating the terms and conditions of this contract.
- (j) The ceiling amount for each task order will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. Any contractor expenditures or incurred obligations in the performance of the order which exceed the specified ceiling amount shall be at the contractor's own risk. Any increase of the ceiling amount will be authorized in a unilateral written modification to the task order. When the contractor has reason to believe that the labor payment and support costs for the order that will accrue in the next thirty (30) calendar days will bring total cost to over 85% of the ceiling price specified in the order, the contractor shall notify in writing the OSC or RPM, and the CO.
- (k) A Standard Form 30 will be used to modify all task orders, and will be signed by the CO and, when applicable, the contractor.
- (l) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and the contract, the contract shall control

(End of Clause)

H-51 Local Clauses EPA-H-42-106 EMERGENCY RESPONSE

- (a) During an emergency response, the contractor shall only assign qualified personnel, experienced in working in all levels of protection as defined in 29 CFR 1910.120.
- (b) The contractor shall designate a site lead and one alternate who are expressly familiar with the requirements of the assignment. A staffing plan may be required on an individual TOLIN. The plan should identify the number and kinds of disciplines proposed for the work required and submitted to the Contracting Officer (CO) and the Project Officer (PO) or OSC within three (3) calendar days of receipt of the assignment. Whenever a staffing plan is required, work cannot begin until the plan is approved by the contracting officer.

(End of Clause)

H-52 Local Clauses EPA-H-42-107 OTHER THAN EMERGENCY RESPONSE

- (a) Upon request a staffing plan could potentially be submitted and approved for all assignments other than emergency response work. If requested, the plan should identify the number and kinds of disciplines proposed for the work required and submitted to the Contracting Officer (CO) and Project Officer (PO) or OSC within five (5) calendar days of receipt of the assignment, (unless otherwise permitted in writing by the contracting officer).
- (b) In performing any task in the SOW/PWS, the contractor shall not substitute personnel working on any site or assignment without the advance approval from the CO, Warranted EPA On-Scene Coordinator. It is the responsibility of the contractor to provide the substituted personnel with all of the site information necessary to complete the work without delays. It is expected that the contractor will provide at least a 2-week notice to EPA to transition new, qualified personnel to an existing assignment and that any transition will be done at the contractor's expense.

(End of Clause)

H-53 Local Clauses EPA-H-42-108 WORK PLANS AT THE TASK ORDER AND TASK ORDER LINE ITEM NUMBER (TOLIN) LEVEL

- (a) A work plan may be required under a TO or TOLIN. When a work plan is requested and both parties agree, the contractor shall submit a proposed staffing plan, estimated travel, subcontracts and other direct costs necessary to complete the assignment.
- (b) The work plan shall be submitted to the EPA assignor and the Contracting Officer (CO) by the due date established in the TOLIN. Work shall not begin until the work plan has been approved by the Contracting Officer or the EPA official in accordance with the section G clause entitled "ORDERING-BY DESIGNATED ORDERING OFFICERS."
- (c) The negotiated costs shall serve as a ceiling amount for the TOLIN and shall not be exceeded without the prior written authorization of the CO. Any costs beyond the ceiling or completion dates will be disallowed for payment.

(End of Clause)

H-54 Local Clauses EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) calendar days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within ten (10) days of execution.

(End of Clause)

H-55 Local Clauses EPA-H-44-102 IDENTIFICATION OF SUBCONTRACTORS

- (a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.
- (b) Notwithstanding G-7 Local Clauses SUBCONTRACT CONSENT of this contract, it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

Team Subcontractors	Est. Amount of Total Potential Subcontract
Mannik & Smith Group, Inc., The	
Seagull Environmental Technologies, Inc.	
Integrated Environmental Solutions, Inc.	
Finback 670	
Field Environmental Instruments, Inc.	
Battelle Memorial Institute	
Environmental Systems Research Institute, Inc.	
MEC ^X , Inc.	

- (c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in writing by the Contracting Officer in advance of

the substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

- (d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts."

(End of Clause)

H-56 Local Clauses EPA-H-45-101 RIGHTS OF WAY LAND EASEMENT

The government, with assistance and cooperation from the contractor, as needed, shall obtain necessary rights of way, land easements, and any other land agreements necessary to fulfill the requirements of this contract.

(End of Clause)

H-57 Local Clauses EPA-H-46-101 ERRORS AND OMISSIONS

- (a) The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- (b) Neither the Government's review, approval, acceptance or payment for the services required under this contract shall be construed as a waiver of any rights under this contract, or of any cause of action arising out of the performance of this contract. The contractor is and shall remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor's negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of Clause)

H-58 Local Clauses EPA-H-47-101 USE OF EMERGENCY RESPONSE AND REMOVAL SERVICES (ERRS) COMPANY OWNED OR AFFILIATED TRANSPORTATION, STORAGE, AND DISPOSAL SERVICES

- (a) The contractor is required to subcontract all transportation of oil and hazardous substances removed from a site unless otherwise directed by the Contracting Officer, and to subcontract the disposal of the materials removed from the site.
- (b) If the prime contractor or prime team-subcontractors have fixed facilities for oil or hazardous waste storage or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.
- (c) The Contracting Officer may allow the contractor to perform offsite transportation services when the contractor has available the necessary transportation equipment, labor and licenses. The Contracting Officer must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest to allow the contractor to provide transportation.

(End of Clause)

H-59 Local Clauses CONTRACTOR COMPLIANCE WITH EPA FLEET MANAGEMENT MANUAL 4833

EPA contractors who use, oversee the use of or have control over GOVs through terms set forth in their contracts are obligated to properly care for, handle, use and be accountable for such property. EPA contractors are bound to abide by this manual, where applicable, in addition to contractor-specific guidelines. EPA contractors' responsibilities include the following:

- Ensuring that motor vehicles in their possession, custody or control and consistent with the terms of the contract, are used only for official, not personal or private purposes;

- Coordinating with Regional/Program Office Fleet Managers for input on compliance with the acquisition of motor vehicles;
- Reporting all vehicle data that regular EPA employees and Fleet Managers are required to submit;
- Reporting immediately to their EPA project officer and contracting officer if any GOV is declared LDD; and
- Performing pre- and post-operational inspection of the vehicle to ensure that all safety equipment (e.g., lights, wipers) is operational and that all fluids are within optimum operating manual requirements.

“Authorized” or “official” use of an EPA motor vehicle means using a motor vehicle only to perform EPA’s mission. EPA’s policy is that authorization to use a government vehicle shall be granted only when it is in the best interests of the Government and not for the employee’s or contractor’s personal convenience. 31 U.S.C. § 1344 states the following: “Funds available to a federal agency, by appropriation or otherwise, may be expended by the federal agency for the maintenance, operation, or repair of any passenger carrier only to the extent that such carrier is used to provide transportation for official purposes.”

The transport of employees or contractors’ employees between their homes and places of employment does not constitute an authorized use of a government vehicle except in certain circumstances outlined in 31 U.S.C. § 1344 and 41 CFR § 102-5. Employees under TDY travel status are considered outside the scope of HTW policies described in 31 U.S.C. § 1344 and 41 CFR § 102-5. Under 31 U.S.C. § 1344, the EPA Administrator can authorize HTW transportation for EPA employees only in the following circumstances: (for the purposes of this manual, “field work” is described as the performance of official duties away from the employee’s office or duty station. HTW authorization for employees in the performance of field work must only be granted if such transportation will substantially increase the efficiency and economy of the Government);

- If required for intelligence, counter-intelligence, protective services, or criminal law enforcement duties; or
- If a situation of immediate clear and present danger exists, an unforeseeable emergency presents itself, or another compelling operational consideration exists, pursuant to 31 U.S.C. §1344(b)(9).

EPA contractors’ employees and Intergovernmental Personnel Act (IPA) program individuals may be allowed to use EPA-owned or -leased motor vehicles only when vehicle operation is provided for in a contract or IPA agreement, respectively.

However, contractors, if authorized to use EPA vehicles, must:

- Use the motor vehicles only in connection with performing duties within the scope of work of the contract with EPA;
- Prohibit the use of motor vehicles for HTW transportation;
- Establish and enforce appropriate sanctions against its employees who use or authorize the use of motor vehicles for purposes other than to perform work within the scope of work of the contract; and
- Pay any expense, without government reimbursement, for using such motor vehicles for unauthorized purposes.

(End of Section)

H-60 Local Clauses EPA-H-11-104 SIGNING OF UNIFORM HAZARDOUS WASTES MANIFESTS

- (a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications/demonstrations (40 CFR Part 268.7 and .8)("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records on behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract.
- (b) This clause may be inserted in subcontracts. The contractor may delegate the authority set forth herein to its subcontractors.

(End of Clause)

SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

EPA Hotline Poster may be obtained from: <https://www.epa.gov/office-inspector-general/epa-oig-hotline>

or write to: EPA Office of Inspector General

ATTN: OIG Hotline (2443)

1200 Pennsylvania Avenue, NW

Washington, DC 20460

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-12 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

I-13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-14 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I-15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

I-16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

I-17 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)

I-18 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

I-19 FAR 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017)

I-20 FAR 52.207-5 OPTION TO PURCHASE EQUIPMENT. (FEB 1995)

I-21 FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. (MAY 2014)

I-22 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-23 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-24 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-25 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-26 FAR 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT. (OCT. 1997)

I-27 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-28 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-29 FAR 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)

I-30 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-31 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALTERNATE II (OCT 1997) ALTERNATE III (OCT 1997) and ALTERNATE IV (OCT 2010)

(b) Provide data described below: cost or pricing data to support price reasonableness, such as appropriate information on prices at which the same item or similar items have previously been sold that is adequate for determining price reasonableness, catalog pricing if available, and adequate supporting information for technical approach.

(c) Submit the cost portion of the proposal via the following electronic media: The proposal documents shall be submitted via the FedConnect® web portal (www.fedconnect.net) in the proposal center electronic documents. Submit the Price/Cost proposal under Cost Sensitive Attachments and using standard common commercial software document formats such as Adobe or Microsoft Office software; Pdf files shall be searchable; electronic files are subject to file size limitations of two (2) Gigabytes.

I-32 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-33 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

I-34 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [Refer to EPA-F-12-101 Period of Performance].

I-35 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$30,000,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-36 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) days end of contract period of performance.

I-37 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days.

I-38 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

☐ Offeror elects to waive the evaluation preference.

I-39 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)

I-40 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2017) ALTERNATE II (NOV. 2016)

I-41 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-42 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

I-43 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-44 FAR 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2018)

I-45 FAR 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000. (MAY 2014)

I-46 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APRIL 2015)

I-47 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-48 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

- (a) Definitions. As used in this clause—
Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-49 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JULY 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract

Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-50 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-51 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-52 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

I-53 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not A Wage Determination

Employee class	Monetary wage	Fringe benefits
30090 Environmental Technician	\$26.05 per hour	\$4.48 per hour

(End of Clause)

I-54 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014)

I-55 FAR 52.222-49 SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN. (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: [None]

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor, within five calendar days from time of issuance of site specific work.

I-56 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-57 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-58 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)

I-59 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2017)

I-60 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)

**I-61 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997)-
ALTERNATE I (JUL 1995)**

I-62 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-63 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, ten (10) business days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain

radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-64 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

- (a) Definitions. As used in this clause—

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall—
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - (2) Submit this estimate to the Contracting Officer and Project officer in conjunction with Green START Attachment #5, Annual Environmental Preferred Practices Report of Work.

I-65 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS. (JUN 2016)

I-66 FAR 52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (JUN 2016)

I-67 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

I-68 FAR 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015) - ALTERNATE I (JUN 2014)

I-69 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-70 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-71 FAR 52.223-20 AEROSOLS. (JUN 2016)

I-72 FAR 52.223-21 FOAMS. (JUN 2016)

I-73 FAR 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

I-74 FAR 52.224-2 PRIVACY ACT. (APR 1984)

I-75 FAR 52.224-3 PRIVACY TRAINING. (JAN 2017) - ALTERNATE I (JAN 2017)

I-76 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-77 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-78 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-79 FAR 52.227-3 PATENT INDEMNITY. (APR 1984)

I-80 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-81 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

I-82 FAR 52.229-1 STATE AND LOCAL TAXES. (APR 1984)

I-83 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)

I-84 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-85 FAR 52.232-1 PAYMENTS. (APR 1984)

I-86 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

I-87 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-88 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

I-89 FAR 52.232-11 EXTRAS. (APR 1984)

I-90 FAR 52.232-17 INTEREST. (MAY 2014)

I-91 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-92 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

I-93 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS. (APR 2012)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
 - (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
 - (c) *Approval and payment of requests.* (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated

payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
 - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
 - (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract,
 - (2) *Property*, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
 - (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.
 - (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
 - (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
 - (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-
 - (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
 - (2) (Except as reported in writing on [], all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
 - (3) There are no encumbrances (except as reported in writing on []) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
 - (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated []; and

- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-94 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-95 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-96 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-97 FAR 52.233-1 DISPUTES. (MAY 2014)

I-98 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-99 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-100 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-101 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)

I-102 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-103 FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

I-104 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-105 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE III (APR 1984)

I-106 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-107 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-108 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (NOV 2017)

I-109 FAR 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

I-110 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-111 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-112 FAR 52.248-1 VALUE ENGINEERING. (OCT 2010)

I-113 FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)

I-114 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-115 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-116 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-117 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)

I-118 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES. (JAN 1991)

I-119 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Title 48 Code of Federal Regulations https://www.ecfr.gov/cgi-bin/text-id?SID=5c5dfe12d148eff31e56d90ae840fdd5&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl

(End of Clause)

I-120 FAR 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)

Portions of this contract are altered as follows: [Agency Supplements such as local clauses and attachments]

(End of Clause)

I-121 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any EPA Acquisition Regulation (48 CFR 15) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

I-122 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I-123, K-2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 Local Clauses EPA-J-52-101 LIST OF ATTACHMENTS

Attachment Number	Title	Date
1	Statement of Work	08/16/2018
2	Firm-Fixed Price Tasks	10/31/2018
3	Personnel	08/16/2018
4	Equipment	08/10/2018
5	Green START	05/31/2018
6	QASP	08/10/2018
7	Supplemental Invoice Preparation Instructions	07/24/2018
8	Annual Allocation of Costs	2011
9	National Wage Determination	07/10/2018
10	Guidance for Costs	10/31/2018
11	Government Furnished Equipment (GFE)	04/15/2020

(End of Clause)